City of Elkhart
Elkhart Municipal Airport

BOARD OF AVIATION COMMISSIONERS
Wednesday, October 28, 2026
Elkhart Municipal Airport, First Floor
Administration Building
1211 CR 6 West
Elkhart, IN 46514

Meeting AGENDA

1. **ROLL CALL**
2. **APPROVAL OF AGENDA**
3. Approval of Minutes: September 30, 2026
4. Approval of Claims:
5. Airport Manager's Report:
6. New Business:
   a. 2027 Meeting Dates.
   b. T-Hangar 73 new lease ratification.
   c. Indiana Flight Center lease agreement.
   d. Marty King Payment Agreement.
   e. Solicitation and award of quote for EAA building roof.
   f. INDOT Pavement Maintenance Program grant application.
   g. INDOT Pavement Maintenance Program BF&S Professional Services agreement.
   h. INDOT Pavement Maintenance Program painting quote.
   i. FAA annual Federal Financial Reports.
   j. Capital Improvement Plan (CIP) for 2027-2032.
7. Privilege of the Floor
8. Adjournment
9. **NEXT REGULAR BOAC MEETING 11/25/26 4:00 p.m.**

Rod Roberson
Mayor

Andy Jones
Airport Director

Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

Maintenance:
574.361.2123

Administration Office:
574.264.5217

BOAC Members

Appointed by Mayor Rod

Roberson:

Doug Thorne, President, Term

01.01.26 to 12.31.29

Bruce Shreiner, V.P,Term

07.24.25 to 12.31.27

Tom Shoff, Treasurer, Term

07.14.25 to 12.31.28

Eric Ivory, Secretary, Term

03.25.26 to 12.31.26

Board of Aviation Commissioners Meeting
You've been invited to:

Board of Aviation Commissioners Meeting
Wed, Oct 28, 2026 4:00 PM - 6:00 PM (EDT)

We look forward to having you attend the event!

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/219966615819004?p=S1wfWpJmKg49nZBouW
Meeting ID: 219 966 615 819 004
Passcode: GZ9AU7Kk

Need help? | System reference
Dial in by phone
+1 929-229-5981,,360171725# United States, New York City
Find a local number
Phone conference ID: 360 171 725#
For organizers: Meeting options | Reset dial-in PIN

City of Elkhart
Board of Aviation Commissioners Meeting
September 30, 2026

The Board of Aviation Commissioners meeting was called to order by Commissioner Doug Thorne at 4:13 pm on Wednesday, September 30, 2026, at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Present were Andy Jones, Karen Shaw, Kevin Davis, Paul Shaffer, Gerry Roberts & Councilman Dwight Fish.

Roll Call: Roll was called. Commissioners Doug Thorne & Bruce Shreiner were present in person. Commissioner Tom Shoff was present virtually via Teams. Commissioner Eric Ivory was absent. There was a quorum for this meeting.

Approval of Today's Amended Agenda:
Mr. Shreiner made a MOTION to approve today's amended agenda, which removed the Indiana Flight Center (IFC) lease agreement from the original agenda. Mr. Shoff SECONDED. There being no further discussion, the motion to approve today's amended agenda PASSED unanimously.

Approval of Minutes:
Mr. Shreiner made a MOTION to approve the minutes of the August 26, 2026 meeting. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Approval of Claims:
Mr. Shreiner made a MOTION to approve claims as submitted in the amount of $47,597.49 as printed on 09.28.26 at 8:31 AM and consisting of 5 pages. Mr. Shoff SECONDED. There being no further discussion, the motion to approve September 30, 2026 claims PASSED unanimously.

Airport Manager's Report:
Andy advised the city FY 2027 budget hearings took place on September 19, at the Lerner Theatre. Andy presented the Aviation department budget to the Common Council and answered questions. The council voted unanimously to advance the budget with due pass recommendation. The Aviation budget for 2027 is $1,735,905. Andy further advised the Capital expenses for next year will not exceed $130,000 and will include purchases for a Telehandler and a Coyote 4-wheeler vehicle. Andy further advised the Telehandler will replace our current forklift. Capable of operating on any airport surface, the telescoping lift allows the operator to lift a worker in a basket designed for that use up to 20'. The Coyote is a small 4-wheel drive vehicle that will replace a full-size pickup truck. It includes a two-seat unit equipped with a snow plow attachment and a cargo bed. This type of vehicle is similar to those used at public events by the police department and Buildings & Grounds department. Andy advised that Aviation Maintenance Technician Robert Baumner has remained on leave due to the neck & head injuries he received in August while painting a small section of the concrete wall supporting the Benham Avenue underpass. Andy advised we have interviewed 3 potential candidates for the open airfield maintenance technician position. Andy further advised we have extended an offer to Tim Miracle, which he has accepted. Tim will be starting work here on October 19, 2026. Mr. Miracle is a former airfield maintenance technician who left the job in good standing a few years ago. Andy advised that Marty King with King Aero Aviation had some setbacks earlier this year and was unable to work for a couple months, which caused him to fall behind in rent payments. Andy advised he has had conversations with Mr. King and has proposed a pay-back plan which will allow Mr. King to continue to make current payments on his building and hangars, while also catching up on the back rent. Andy expects an agreement to be forthcoming at the next BOAC meeting. Andy advised that INDOT was here to inspect the work done on the Runway 18/36 project and advised a couple of minor items that need to be addressed. Butler, Fairman & Seufert (BF&S) will work with the contractor to correct those items. There was a minor issue with the new primary radio in the Air Traffic Control Tower (ATCT) that ERS Wireless was able to resolve. It was mentioned that other than a generator, there are no back-up power supplies in the tower. Andy asked ERS Wireless to provide quotes to correct that situation. Lastly, Andy advised we have a field trip scheduled with about 50 students on October 1st.

New Business:
Mr. Thorne advised the first item under New Business is the T-Hangar 71 new lease ratification. Andy advised that new tenant Wayne Barrier will be moving into T-Hangar 71 starting September 1, 2026. Mr. Barrier's aircraft will

be a Cessna 182. Andy advised he has signed the lease per the 2026 Leaseholder Resolution which grants Andy that privilege. The intent of the Leaseholder Resolution is to, when necessary, allow a tenant to immediately occupy a hangar rather than waiting, in some cases over 30 days, for BOAC approval. Andy requests the board ratify his signature on the lease. Mr. Shreiner made a MOTION to ratify Andy's signature on the new T-Hangar 71 lease. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the Tower Operations Agreement for the FAA contract tower. Andy advised that work is continuing with moving the Air Traffic Control Tower (ATCT) to an FAA Contract Tower (FCT) as was initially discussed at the May 27, 2026 meeting. At that meeting, a memorandum of understanding (MOU) was approved; and the next step in the process is the Tower Operations Agreement (TOA) which outlines the terms under which the FAA will provide air traffic control services to the Elkhart Municipal Airport (EKM) if EKM is accepted into the program. Andy requests the board approve this TOA & to authorize the board president to sign the agreement. Mr. Shreiner made a MOTION to approve the TOA and to authorize the board president to sign the agreement. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the AIP-42, Runway 18/36 Butler, Fairman & Seufert (BF&S) invoice in the amount of $31,867.03. Paul Shaffer with BF&S advised this is for payment under a previously approved agreement between the BOAC and BF&S for professional services associated with the Runway 18/36 pavement project. Mr. Shreiner made a MOTION to approve AIP-42, Runway 18/36 invoice in the amount of $31,867.03 invoice and to authorize the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the AIP-42, Runway 18/36 Milestone Contractor's invoice in the amount of $79,851.85. Mr. Shaffer advised this invoice is for the contractor's work completed to date on the Runway 18/36 project and asked the board to approve the invoice and to authorize the board president to sign the corresponding documents. Mr. Shreiner made a MOTION to approve the Milestone Contractor's invoice in the amount of $79,851.85 for the AIP-42 Runway 18/36 project and to authorize the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the AIP-42, Runway 18/36 Milestone Contractor's Change Order invoice in the amount of $129,536.74. Mr. Shaffer advised that the field evaluation for this project occurred 2 years ago, and in that time, the crack sealing continued to degrade; therefore, the contractor needed to provide additional supplies and labor for this project. Mr. Shaffer advised the FAA grant for this project included up to a 15% amendment for issues like this that arises during a project, and this change order was 6.97%, so it was well below the maximum and there will not be a need to use the entire appropriation that was allocated for this project. Mr. Shaffer requests the board to approve this change order invoice in the amount of $129,536.74 to Milestone Contractors and to authorize the board president to sign the corresponding documents. Mr. Shreiner made a MOTION to approve the Milestone Contractor's change order invoice in the amount of $129,536.74 and to authorize the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the AIP-42, Runway 18/36 Certificate of Substantial Completion. Mr. Shaffer advised this is an official form that states the Airport Director is satisfied with the work and authorizes the work is acceptable for its intended use; which also starts the 1-year warranty. Mr. Shaffer advised that Andy has signed off and requests the board approve the AIP-42 Runway 18/36 Certificate of Substantial completion and to authorize the board president to sign the corresponding documents. Mr. Shreiner made a MOTION to approve the Runway 18/36 Certificate of Substantial completion and to authorize the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

City of Elkhart
Board of Aviation Commissioners Meeting
September 30, 2026

Mr. Thorne advised the next item under New Business is the AIP-42, Runway 18/36 Supplemental Agreement. Mr. Shaffer advised this is a re-allocation and organization of the funds of this grant and further advises there is a zero-dollar change. Mr. Shaffer requests the board approve the AIP-42 Runway 18/36 Supplemental Agreement and to authorize the board president to sign the corresponding documents. Mr. Shreiner made a MOTION to approve the AIP-42 Runway 18/36 Supplemental Agreement and to authorize the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the last item under New Business is the Runway 9/27 Joint Rehabilitation Project, Interstate Sealant invoice in the amount of $84,588.55 and the Certificate of Substantial Completion. Mr. Shaffer advised this is for payment under a previously approved agreement between the BOAC & City Redevelopment Commission for fees associated with the Runway 9/27 Joint Rehabilitation project. Mr. Shaffer requests BOAC approval for payment from the Aeroplex TIF fund for this invoice and for approval of the certificate of substantial completion. Mr. Shaffer further requests the board authorize the board president to sign the corresponding documents. Mr. Shreiner made a MOTION to approve this Aeroplex TIF fund pay request in the amount of $84,588.55 to Interstate Sealant and to approve the certificate of substantial completion and for the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:
Mr. Thorne opened comments. Andy mentioned the City had its final City Hall in the Park for the year and invites the BOAC to attend these events when they start again next year.

Adjournment:
Mr. Shoff made a MOTION to adjourn. Mr. Shreiner SECONDED. There being no further discussion, the meeting was ADJOURNED at 4:42 PM.

Next regular BOAC meeting is scheduled for Wednesday, October 28, 2026, at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via Webex.

Respectfully Submitted,

Bruce ~~Eric~~ Shreiner, Secretary

10.28.26
Date

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

October 26 ,2026 Kristie Wendorf

KRISTIE WENDORF - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **$220,940.29** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 5 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 28TH DAY OF OCTOBER 2026 BY:

PRESIDENT — Attended via Teams (KS)
DOUG THORNE

VICE PRESIDENT — Bruce D. Shreiner
BRUCE SHREINER

SECRETARY — Absent
ERIC IVORY

TREASURER
TOM SHOFF

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

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EXECUTED THIS 28TH DAY OF OCTOBER 2026 BY:

PRESIDENT _____
DOUG THORNE

VICE PRESIDENT _____
BRUCE SHREINER

SECRETARY _____
ERIC IVORY

TREASURER _____
TOM SHOFF

ENTERED against SV

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

City of Elkhart

Expense Approval Report
By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
ExpObject: 4210500 - Office Supplies					
Amazon Capital Services Inc	1PT4-XPW1-1PQ7	10/28/2026	Office supplies	2206-5-201-4210500	333.54
Amazon Capital Services Inc	11LD-M7K6-4JRW	10/28/2026	Office supplies	2206-5-201-4210500	17.29
Amazon Capital Services Inc	19FL-P1N9-679W	10/28/2026	Office & Op supplies	2206-5-201-4210500	389.92
			ExpObject 4210500 - Office Supplies Total:		740.75
ExpObject: 4220150 - Operating Supplies					
Amazon Capital Services Inc	19FL-P1N9-679W	10/28/2026	Office & Op supplies	2206-5-201-4220150	9.09
			ExpObject 4220150 - Operating Supplies Total:		9.09
ExpObject: 4220210 - Gasoline					
Yoder Oil Company Inc	INV-001474724	10/28/2026	Fuel for maint vehicles	2206-5-201-4220210	2,475.97
			ExpObject 4220210 - Gasoline Total:		2,475.97
ExpObject: 4220250 - Garage & Motor Supplies					
Menard, INC	10362	10/28/2026	Other garage/motor supplies	2206-5-201-4220250	21.72
Menard, INC	10694	10/28/2026	Supplies for other garage/mot	2206-5-201-4220250	14.97
			ExpObject 4220250 - Garage & Motor Supplies Total:		36.69
ExpObject: 4220310 - Household, Laundry, & Cleaning					
Menard, INC	10122	10/28/2026	Janitorial supplies	2206-5-201-4220310	35.31
Menard, INC	10380	10/28/2026	Janitorial supplies	2206-5-201-4220310	35.51
Menard, INC	11579	10/28/2026	Janitorial supplies	2206-5-201-4220310	40.82
			ExpObject 4220310 - Household, Laundry, & Cleaning Total:		111.64
ExpObject: 4220311 - Clothing & Outerwear					
Menard, INC	11665	10/28/2026	Safety wear for new maint tec	2206-5-201-4220311	29.99
			ExpObject 4220311 - Clothing & Outerwear Total:		29.99
ExpObject: 4220320 - Medical Supplies					
Michael Judd	INV0020557	10/28/2026	Judd reimb for ATC physical	2206-5-201-4220320	175.00
			ExpObject 4220320 - Medical Supplies Total:		175.00
ExpObject: 4230110 - Building Materials					
Menard, INC	11237	10/28/2026	Bldg materials	2206-5-201-4230110	29.96
Kenneth J Selner	111978	10/28/2026	Bldg materials to fix door lock	2206-5-201-4230110	214.85
			ExpObject 4230110 - Building Materials Total:		244.81
ExpObject: 4230300 - Small Tools & Minor Equipment					
Menard, INC	10123	10/28/2026	Small tools for maint dept	2206-5-201-4230300	45.96
Menard, INC	10358	10/28/2026	Small tools for maint dept	2206-5-201-4230300	328.98
Menard, INC	10767	10/28/2026	Small tools for maint dept	2206-5-201-4230300	279.98
			ExpObject 4230300 - Small Tools & Minor Equipment Total:		654.92
ExpObject: 4360100 - Repairs & Maintenance					
Paul Anthony Macumber	1233	10/28/2026	Service call, admin gate diagn	2206-5-201-4360100	185.00
Paul Anthony Macumber	1234	10/28/2026	Diagnose and repair keypad is	2206-5-201-4360100	480.00
Paul Anthony Macumber	1235	10/28/2026	Service, wifi repair gates sout	2206-5-201-4360100	966.00
Paul Anthony Macumber	1237	10/28/2026	Service to admin gate repair	2206-5-201-4360100	384.00
			ExpObject 4360100 - Repairs & Maintenance Total:		2,015.00
ExpObject: 4360200 - Repairs & Maintenance - Equip					
Emergency Radio Service, LLC	533975	10/28/2026	Repairs to tower radio equip	2206-5-201-4360200	97.50
			ExpObject 4360200 - Repairs & Maintenance - Equip Total:		97.50
ExpObject: 4360400 - Maintenance Contracts					
Cintas Corp.	4283931176	10/28/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
Cintas Corp #2 - First Aid & Sa	5363208906	10/28/2026	1st aid kit refill contract	2206-5-201-4360400	18.90
Hawkins Water Tech, Inc.	1079044	10/28/2026	Cooler Rent contract for main	2206-5-201-4360400	12.50
Cintas Corp #2 - First Aid & Sa	9392687347	10/28/2026	EYEWASH SERVICE AGREEME	2206-5-201-4360400	99.18
SHOFF SECURITY SERVICES , I	163953	10/28/2026	Alarm monitor/tower, Oct-No	2206-5-201-4360400	208.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ricoh USA, Inc	5073919155	10/28/2026	Copies Sept 2026	2206-5-201-4360400	7.14
Cintas Corp.	4284684522	10/28/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
Hawkins Water Tech, Inc.	99237TP	10/28/2026	Water delivery maint contract	2206-5-201-4360400	34.35
Cintas Corp.	4285443245	10/28/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
Cintas Corp.	4286219601	10/28/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
			ExpObject 4360400 - Maintenance Contracts Total:		**500.57**
ExpObject: 4390900 - Other Services & Charges					
Elkhart County	11534	10/28/2026	Items taken to landfill	2206-5-201-4390900	31.20
CS Innovations, LLC	I6226	10/28/2026	Port toilet svc at kayak launch	2206-5-201-4390900	165.00
			ExpObject 4390900 - Other Services & Charges Total:		**196.20**
			Fund 2206 - AVIATION Total:		**7,288.13**
Fund: 4500 - AVIATION FEDERAL					
ExpObject: 4390900 - Other Services & Charges					
Milestone Contractors LP	Change Order 1	10/28/2026	AIP-42 fees for RW18/36-On S	4500-5-210-4390900	129,536.74
Milestone Contractors LP	Inv #3	10/28/2026	AIP-42 RW 18/36 fees-on Sept	4500-5-210-4390900	79,851.85
			ExpObject 4390900 - Other Services & Charges Total:		**209,388.59**
			Fund 4500 - AVIATION FEDERAL Total:		**209,388.59**
			Grand Total:		**216,676.72**

Report Summary

Fund Summary

Fund	Expense Amount
2206 - AVIATION	7,288.13
4500 - AVIATION FEDERAL	209,388.59
Grand Total:	**216,676.72**

Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	740.75
2206-5-201-4220150	Operating Supplies	9.09
2206-5-201-4220210	Gasoline	2,475.97
2206-5-201-4220250	Other Garage & Motor S	36.69
2206-5-201-4220310	Household, Laundry, & C	111.64
2206-5-201-4220311	Clothing & Outerwear	29.99
2206-5-201-4220320	Medical, Surgical	175.00
2206-5-201-4230110	Building Materials	244.81
2206-5-201-4230300	Small Tools & Minor Equ	654.92
2206-5-201-4360100	Repairs & Maint - Bldg	2,015.00
2206-5-201-4360200	Repairs To Equipment	97.50
2206-5-201-4360400	Maintenance Contract	500.57
2206-5-201-4390900	Other Services & Charge	196.20
4500-5-210-4390900	Other Services & Charge	209,388.59
	Grand Total:	**216,676.72**

Project Account Summary

Project Account Key	Expense Amount
None	216,676.72
Grand Total:	**216,676.72**

City of Elkhart

Expense Approval Report
By Fund

Payment Dates 9/27/2026 - 10/25/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
ExpObject: 4320400 - Telephone & Communication					
Comcast Cable	INV0020143	10/09/2026	8771402050907961 1211 C	2206-5-201-4320400	211.97
AT&T Mobility II LLC	287360643281X10192026	10/23/2026	287360643281 229 S. 2nd St	2206-5-201-4320400	30.09
			ExpObject 4320400 - Telephone & Communication Total:		242.06
ExpObject: 4350100 - Electricity					
Indiana Michigan Power Com	INV0019959	10/02/2026	04240948119 1211 County	2206-5-201-4350100	3,000.84
			ExpObject 4350100 - Electricity Total:		3,000.84
ExpObject: 4350200 - Natural Gas					
Northern Indiana Public Servi	INV0020275	10/16/2026	7375580016 1211 County R	2206-5-201-4350200	67.00
Northern Indiana Public Servi	INV0020279	10/16/2026	6440000093 1211 CR 6W	2206-5-201-4350200	225.97
			ExpObject 4350200 - Natural Gas Total:		292.97
ExpObject: 4350400 - Water & Sewer					
Elkhart Public Utilities	INV0020276	10/16/2026	1203335800 1205 W County	2206-5-201-4350400	14.35
Elkhart Public Utilities	INV0020277	10/16/2026	1203335600 1139 W County	2206-5-201-4350400	74.44
Elkhart Public Utilities	INV0020278	10/16/2026	1203336003 1211 W County	2206-5-201-4350400	75.79
			ExpObject 4350400 - Water & Sewer Total:		164.58
ExpObject: 4390910 - Education					
1ST Source Bank	5320381	10/24/2026	Reimb city credit card, notary	2206-5-201-4390910	49.10
			ExpObject 4390910 - Education Total:		49.10
			Fund 2206 - AVIATION Total:		3,749.55
Fund: 2303 - AVIATION DONATION					
ExpObject: 4220150 - Operating Supplies					
1ST Source Bank	779343228	10/24/2026	Reimbursement for Gordon's	2303-5-104-4220150	514.02
			ExpObject 4220150 - Operating Supplies Total:		514.02
			Fund 2303 - AVIATION DONATION Total:		514.02
			Grand Total:		4,263.57

10.16.26 Fax- 4.55

Report Summary

Fund Summary

Fund	Payment Amount
2206 - AVIATION	3,749.55
2303 - AVIATION DONATION	514.02
Grand Total:	4,263.57

Account Summary

Account Number	Account Name	Payment Amount
2206-5-201-4320400	Telephone & Communic	242.06
2206-5-201-4350100	Electricity	3,000.84
2206-5-201-4350200	Natural Gas	292.97
2206-5-201-4350400	Water & Sewer	164.58
2206-5-201-4390910	Education	49.10
2303-5-104-4220150	Operating Supplies	514.02
	Grand Total:	4,263.57

Project Account Summary

Project Account Key	Payment Amount
None	4,263.57
Grand Total:	4,263.57

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	2027 BOAC Meeting Dates

Please approve 2027 Board of Aviation Commissioner meeting dates for the last Wednesday of every month.

Please approve 2027 Board of Aviation Commissioner meeting dates for the last Wednesday of every month.

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 10.28.26
Approved by City of Elkhart
Board of Aviation Commissioners
Tan Shf
Bruce O Shreiner
Doug Thorne via Teams (KB)

Approved as to form and legality

City of Elkhart
Elkhart Municipal Airport

4PM – LAST WEDNESDAY OF EVERY MONTH
ALL MEETINGS WILL BE HELD ON THE FIRST FLOOR
OF THE AIRPORT ADMINISTRATION BDLG
1211 CR 6 W, ELKHART, IN 46514

2027 BOARD OF AVIATION COMMISSIONERS MEETING DATES:

JANUARY 27

FEBRUARY 24

MARCH 31

APRIL 28

MAY 26

JUNE 30

JULY 28

AUGUST 25

SEPTEMBER 29

OCTOBER 27

NOVEMBER 24

DECEMBER 29

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	**Ratify Airport Director's Signature on T-Hangar 73 lease**

The Elkhart Municipal Airport has rented T-Hangar 73 to new tenant Alex Cribley d/b/a TAAWB Management, LLC effective October 1, 2026. Mr. Cribley's aircraft is a Diamond DA40NG. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones
Airport Director

Please ratify the Airport Director's signature on new T-Hangar 73 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 73 lease effective October 1, 2026.

Date 10.28.26
Approved by City of Elkhart
Board of Aviation Commissioners
Tom Stoffer
Bruce O'Shreve
Doug Thorne via Teams (KS)

20-0564

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of October 2026, by and between TAAWB Management, LLC/Alex Cribley and Elkhart Board of Aviation Commissioners ("Lessor"), and("Lessee"):

WITNESSETH THAT:

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 73 (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

Make Diamond Model: DA40NG Registration Number: N952DW

If Lessee disposes of the above registered aircraft and does not replace it within One Hundred Twenty (120) days, this Agreement shall automatically terminate. If Lessee purchases or Leases an aircraft different than the one registered above, Lessee shall notify the Lessor within Seven (7) days of such occurrence.

2. **TERMS.** Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. **Lessee must provide Lessor 30 days advanced written notice to terminate lease agreement.**

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of $400.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of $400.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

4. **USE OF HANGAR.** Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good order as received, ordinary wear and tear and natural decay expected. If destruction of the Premises, or any part thereof, proved to be without fault of the Lessee shall occur during the term of this Agreement so as to make the Premises unfit for the purpose hereinabove mentioned, the Lessee may surrender and cancel this Agreement. Lessee agrees that its use of the Premises shall be in conformity with the provisions of this paragraph and further agrees that, any other provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Agreement forthwith and without notice.

a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFPA approved containers, or unopened original cans.
i. Lessee has the right to store non-aviation related items owned by the lessee within the premises as long as the lessee also stores an airworthy aircraft registered to the lessee.
j. Lessee will not be permitted to perform repair service on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Premises.
k. Lessee shall not perform painting, or "doping", operations of any kind within the Premises, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.
l. Lessee shall be responsible to remove all trash from the Premises and deposit it in the containers as designated by Lessor.
m. The doors on the Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee is present on the Premises.
n. Subject to Lessor approval prior to installation and initial use, Lessee shall be permitted to install and use approved space heaters and engine heater which have a combined maximum load of 9.8 amps or less. Space heaters shall not be used on a continual basis while the aircraft is not in the Premises or while the Lessee is not actually working on the Premises. It shall be the responsibility of the Lessee to request and obtain approval of the installation and use of permitted devices and failure to do so may result in the termination of this Agreement or other action deemed appropriate by the Lessor. In addition to any other remedy or action available to the Lessor, the Lessor shall have, and the Lessee hereby agrees that Lessor shall have, the right to enter onto the Premises and remove there from any and all devices which the Lessor has not specifically approved for installation and use in the Premises. Lessor shall not be held liable for any such loss or damage suffered by the Lessee as a result of such action by the Lessor unless such loss of damage results from negligence by the Lessor, its officers, agents or employees.
o. Washing aircraft, however performed, will not be permitted in the Premises.

p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.

q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.

r. Lessee shall obey & comply with Lessor Minimum Standards, Rules & Regulations and any modifications made to them.

5. SUBLEASE/ASSIGNMENT. The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.

6. SIGNS. No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.

7. DISCLAIMER OF LIABILITY. Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.

8. NOTICES. Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.

9. INDEMNIFICATION. The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

10. DEFAULT. Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.

11. INSPECTIONS. The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.

12. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Indiana.

13. RELATIONSHIP OF PARTIES. The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

14. REMEDIES CUMULATIVE. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

EXHIBIT A

FEDERAL AVIATION ADMINISTRATION REGULATIONS
FAR Part 43.3 Appendix A, Paragraph (c)

(c) **Preventive maintenance.** Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations.

1) Removal, installation, and repair of landing gear tires.
2) Replacing elastic shock absorber cords on landing gear.
3) Servicing landing gear shock struts by adding oil, air, or both.
4) Servicing landing gear wheel bearings, such as cleaning and greasing.
5) Replacing defective safety wiring or cotter keys.
6) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
8) Replenishing hydraulic fluid in the hydraulic reservoir.
9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.

11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
14) Replacing safety belts.
15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
17) Replacing bulbs, reflectors, and lenses of position and landing lights.
18) Replacing wheels and skis where no weight and balance computation is involved.
19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
21) Replacing any hose connection except hydraulic connections.
22) Replacing prefabricated fuel lines.
23) Cleaning or replacing fuel and oil strainers or filter elements.
24) Replacing and servicing batteries.
25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.
29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
30) Removing, checking, and replacing magnetic chip detectors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Billing Address: 1733 E. Division Rd, Suite 240
Laporte, IN 46350

LESSOR
Airport Manager

LESSEE SIGNATURE: 10/31/2026
Alex Cribley

By: Andy Jones

Phone #: 616-890-4890

Printed Name: Andy Jones

BOAC Member:

Ratified at the 10.28.26 BOAC Meeting

Email: alex@taawb.com

Combo Code: None, key issued to tenant & a copy also kept in admin bldg

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Indiana Flight Center Lot 31 Lease Agreement

At the 07/30/2025 Board of Aviation Commissioners (BOAC) meeting, the BOAC approved Indiana Flight Center's request to build a new aircraft hangar on Lot 31 at the Elkhart Municipal Airport. The construction of this hangar is now complete. The Airport Director is requesting the board approve the lease agreement drafted by the City Legal Department and authorize the BOAC to sign the agreement, pending legal approval by the City Legal Department.

Please approve Lot 31, Indiana Flight Center lease agreement commencing 10/01/2026 and authorize the BOAC to sign the agreement pending legal approval by the City Legal Department.

Thank you,

Andy Jones

Andy Jones

Airport Director

APPROVED FOR LEGALITY

KLD

Date 10.28.26

Approved by City of Elkhart
Board of Aviation Commissioners

Doug Thorne Via Teams (KS)

ELKHART MUNICIPAL AIRPORT LEASE OF REAL ESTATE
(Lessee owned Structures)

THIS AGREEMENT made and entered into this _____, 2026, by and between the City of Elkhart acting by and through its ELKHART MUNICIPAL AIRPORT BOARD OF AVIATION COMMISSIONERS, hereinafter referred to as "Lessor" and Hangar 31 LLC, an Indiana Domestic Limited Liability Company, located at 2108 Airport Drive Elkhart IN 46514 hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor owns and operates in the City of Elkhart, State of Indiana, an airport known as the ELKHART MUNICIPAL AIRPORT, and said Lessor is desirous of leasing to Lessee, certain premises hereinafter more fully described and located on said Airport, together with the rights to use and enjoy individually and in common with others, all facilities referred to herein; and

WHEREAS, Lessee will engage in the aviation activity hereinafter more specifically set out, and Lessee desires to lease a portion of said premises and rights from the ELKHART MUNICIPAL AIRPORT BOARD OF AVIATION COMMISSIONERS.

NOW THEREFORE, for and in consideration of the rights, covenants and agreements herein contained, Lessor does hereby lease, demise, grant and let unto Lessee, and Lessee does hereby hire, take and lease from Lessor, the following terms and conditions, to-wit:

1. That Lessor does hereby lease and demise to said Lessee the following described parcels of real estate at said Airport, generally known as Lot 31, containing 25, 384 square feet:

SEE ATTACHED "EXHIBIT A"

for a term of thirty years (30) years commencing on October 1, 2026, and terminating on the October 1, 2056, unless sooner terminated according to the terms hereof.

A. Lessee shall have the option to renew this lease, subject to the prevailing land lease fee schedule at the time of renewal. This fee will be based on the current square footage rate as set by the BOAC, for one (1) additional term of five (5) years, provided that Lessee is in full compliance with all terms and conditions of this Agreement. The option to renew shall be exercised by giving written notice thereof to BOAC, or any successor in interest, not more than one hundred eighty (180) DAYS nor less than ninety (90) days prior to the expiration of the then-current term.

B. The costs of rental may be changed at the expiration of three (3) years. Said change shall be commensurate with comparable rents being charged at the time for land by the Lessor. This shall be accomplished by the following, as soon as practicable, after the end of each three (3) year period of the initial lease term and any lease renewal or extension, the Lessor shall compute the increase, if any, in the cost of

living for the preceding three (3) year period based on the 'Revised Consumer Price Index-United States (1967), all items in major figures for Urban wage earners and clerical workers (including single workers), hereinafter called 'Index', published by the Bureau of Labor Statistics of the United States Department of Labor.

2. In connection with the leasing of the said premises and as a part thereof, Lessee is hereby granted the right to engage in the aviation activity. Nothing herein contained shall authorize or permit the Lessee to engage in any other activities or business on the leased premises or from the Airport unless said Lessee shall be specifically authorized so to do in writing by the Lessor.

3. It is hereby acknowledged by and between Lessor and Lessee that Lessee is hereby renting ground only. Lessee is the present owner of a structure constructed or to be constructed, at no expense to the Lessor on, over and above the described real estate. As rent for the use of said parcel of ground owned by Lessor, upon which Lessee's building is situated and the adjacent land thereto as set forth in attached drawings, amounting to 25,384 square feet, Lessee agrees to pay to Lessor a rental computed at the rate of Fourteen cents ($.14) per square foot, per year, which rental amounts to three thousand five hundred fifty three dollars ($3,553.00), per year, the same to be paid in yearly installments in advance on the October 1 each and every year during the term hereof, all payments to be made without notice to the Lessee. Said rental is acknowledged to be computed by multiplying said rate per square foot by the number of square feet acknowledged and agreed to as being rented and as appears on the attached drawings made a part hereof.

4. Lessee shall have control and use over the above described real estate leased to Lessee by Lessor subject to the following, to-wit:

(a) Lessee's use and control shall not interfere with the movement of aircraft, automobile or people traffic on or about the Airport premises outside of Lot 31;

(b) Lessee shall construct no additional facilities or structures on the real estate herein leased without the prior written consent of the Lessor;

(c) Storage by Lessee or others outside the structure existing on said property is prohibited except for itinerant automobiles connected with the use of aircraft, unless permission for specific storage is given by Lessor;

(d) By the use and control of said real estate, Lessee covenants not to interfere with the operations of the Airport;

(e) That in the use and control of said real estate, Lessee shall comply with all Minimum Standards and Rules and Regulations set out by the Lessor, attached hereto as Exhibit C, and as amended from time to time and with all existing rules and regulations or rules and regulations to be made by the F.A.A., and the State of Indiana Aeronautics Section.

5. Lessee shall have the right to remove any building erected by him on the premises herein leased during the tenancy of this Lease, provided that he shall not damage said premises

and shall clear away and remove all debris and restore the premises to a neat and proper condition, including four inches (4") of topsoil seeded with a cool season grass, and subject to all of the other provisions contained herein. .

That Lessee shall give Lessor written notice by certified mail, return receipt requested, of Lessee's pending sale. Lessor shall have the ability to review the proposed purchase and approve the new Lessee. The Lessor's approval is required for the new land lease agreement. Such approval shall not be unreasonably withheld. The Lessor shall be assured by the new Lessee that any improvement will be used for aviation purposes in accordance with all airport rules, regulations and minimum standards. . The Lessee is to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service allowed to be provided under this Lease; provided, that Lessee may be allowed to make reasonable and not-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant. If provided in the Lease, Lessee engages in an aviation business, said business shall be nonexclusive and nothing contained herein shall be construed to give the Lessee any exclusive right to conduct any business or to enjoy any exclusive right to conduct any business or to enjoy any exclusive privileges on or about the Airport; provided, however, that Lessor will set the minimum standards or requirements for all others that may apply for permits to operate in any aviation business herein set out.

6. The Lessee shall have the right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the taking off, flying and landing of aircraft, subject always to such rules and regulations as the Lessor, F.A.A., and Indiana Aeronautics Section has made or may hereafter make concerning the use and operation of said Airport. Lessor grants to Lessee at all times this lease is in effect the right of ingress and egress from the premises and facilities referred to herein at times the airport personnel are on the premises or at such other time as the parties agree. Lessee certifies that Lessee is knowledgeable of the applicable rules and regulations.

7. It shall be the obligation of the Lessee to maintain the leased premises in a clean, orderly, neat, painted, and attractive condition as per Lessor's specifications from time to time, at all times to conform with other buildings now on said Airport; and to pay any and all property taxes which may be assessed against the same At the expiration or sooner termination of this Lease, the Lessee agrees to surrender up the possession of said premises to the Lessor in a clean and neat condition. That should the Lessee fail to maintain the leased premises, the Lessor shall give written notice to the Lessee of said failure and the Lessee shall have thirty (30) days to correct said failure. That should the Lessee fail to correct said failure, the Lessor, at its option, may terminate the Lease and take immediate possession of the premises without further notice. That the Lessee shall then have ninety (90) days to remove the buildings or hangar from said premises as herein stated or the same shall become the sole property of Lessor. That the written notice hereunder required shall be deemed given upon the deposit of the same, postage prepaid, in the United States mail.

8. All permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Indiana, are part of the realty, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities and all other permanent improvements which become part of the realty placed upon the Premises, with or without consent of Lessor, shall become and be deemed to be a part of the Premises, shall be free and clear of all liens and shall become the property of Lessor, upon termination or default of this Lease and shall remain on the Premises unless otherwise directed by the Lessor. Title to all personal property, furnishings and trade fixtures, unless paid for by the Lessor, shall be and remain with Lessee and may be removed from the Premises at any time, provided Lessee is not then in default thereunder, and further provided Lessee exercises care in the removal of same and repairs any damage to the Premises caused by said removal. Personal property, furnishing and trade fixtures which are paid for by the Lessor shall be titled to the Lessor, and shall not be removed from the Premises without prior written consent of the Lessor. Upon written demand, Lessee shall execute and deliver to the Lessor a proper document on conveyance evidencing such transfer or title. In the event a reputable, independent engineer is hired by the Lessor and such engineer determines that the structures have reached the end of their useful life, the Lessee shall remove the structures at no cost to the Lessor.

9. Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. In the event the Lessor requires the space herein set out for Airport expansion, the Lessor shall have the option to terminate the lease and to purchase the improvements thereon at a price mutually agreed upon between the parties.

10. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the rights to direct and control all activities of Lessee in this regard.

11. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the sole opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

12. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

13. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

14. Lessee will indemnify and save harmless the Lessor against any and all losses, claims, costs, damages, and expenses arising out of any accident or other occurrence causing injury

to any persons or property upon said leased premises. Said Lessee agrees to carry Public Liability Insurance in the amount of One Million Dollars ($1,000,000.00) and Property Damage Insurance in the amount of One Million Dollars ($1,000,000.00) and either the original policy of such insurance or a satisfactory certificate of such coverage shall be left with the Lessor at all times. The Lessor and its agents shall be included in the coverage of all such policies as additional insureds.

15. Lessee shall not at any time during the term of this Lease, in any manner, either directly or indirectly, assign, sublet, hypothecate, or transfer this agreement or any interest hereunder, or sublet the whole or any portion of the premises without the prior written consent of Lessor, other than the renting of hangar space hereinabove set out.

16. Lessor reserves the right to enter said premises at any reasonable time for the purpose of making any inspection it deems necessary to the proper enforcement of the conditions or covenants of this Lease agreement. Lessor shall provide 24 hours notice prior to entry.

17. Lessee agrees not to erect or post any signs or advertising material upon said leased premises without the approval of the Lessor.

18. In the event of any involuntary sale or assignment by operations of law, or in the event of the appointment of a receiver or the adjudication of the Lessee as a bankrupt, this Lease shall terminate at the option of the Lessor.

19. It is agreed that no waiver by the Lessor or Lessee of any of their rights hereunder, nor any delay on the part of either of them in the enforcement of any of the terms or covenants of this Lease shall operate or be construed to impair, limit, or postpone the rights of the parties hereto to enforce any of the covenants or conditions herein contained upon any subsequent cause arising therefore.

20. The Lessor shall have and Lessee hereby grants to Lessor, a prior lien upon Lessee's improvements construed over and upon Lessor's real estate to secure the performance by Lessee of each and all of its covenants herein contained.

21. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.

22. There will be no amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement unless it is in writing, signed by each party or an authorized representative of each party.

23. All sums of money due the Lessor under and by the virtue of this Lease shall be payable without relief from valuation and appraisement laws and with attorney fees.

24. The Lessor shall be entitled to specific performance and mandatory and injunctive relief in any court with equity jurisdiction to enforce the covenants and terms of this Lease.

25. In the event Lessee fails or refuses to pay any installment of rent promptly when same is due according to the terms hereof, or fails or refuses to faithfully, fully and promptly perform any of its other covenants to be kept and performed by said Lessee, according to the terms of the agreements with ELKHART MUNICIPAL AIRPORT BOARD OF AVIATION COMMISSIONERS then in any of these events, Lessor will give Lessee a ten (10) day written notice of such default for payment of money and a thirty (30) days after written notice for other defaults, and in the event that Lessee shall not cure said default within said time period days after delivery of such notice, Lessor may declare this Lease and the rights of Lessee hereunder forfeited and determined and may re-enter and take possession of the leased premises, and any improvements placed thereon by Lessee. Upon the termination of this lease as herein provided or upon the expiration of the term and any extension thereof, all improvements placed or existing on the leased premises shall be and become the absolute property of Lessor, subject to the terms of this lease. At the BOAC's option, the Lessee may be required to remove the hangar from the Land upon termination of the Lease and at Lessee's expense. Such notice to Lessee shall be given in writing, and upon such notice, Lessee shall remove the hangar and restore the premises within sixty (60) days as otherwise prescribed herein.

26. That it shall be the responsibility of the Lessee to pave and maintain any and all ramps for aircraft or vehicle storage or movement upon the premises herein leased at Lessee's expense; that any and all buildings shall be securely anchored and the Lessor shall determine and approve the colors of all new buildings and when buildings are repainted. Plans and specifications for any new buildings or hangars to be erected on said premises shall be submitted to the Lessor and approved by the Lessor in writing prior to the commencement of any work on the premises if the buildings or hangars are not already in existence on said premises. That the Lessee shall acquire all permits required by the Lessor, including but not exclusive thereof, state, local, and federal permits and construct the buildings or improvements on the leased premises in compliance with those permits. Should the Lessee violate any provision of this paragraph, the notice and default provisions of paragraph seven (7) shall apply.

27. This Lease and the several covenants hereof shall extend to and be obligatory upon the respective heirs, devises, administrators, executors, assigns and successors of the parties hereto and the Lessee shall have no right, power or authority to assign Lessee's interest hereunder without first obtaining the written consent thereto hereon to be endorsed by the Lessor. Lessor is under no obligation to grant consent, which be withheld for any reason, or for no reason at all.

28. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by First Class U.S. Mail or personally delivered if sent or delivered to the respective address of each party as set forth below:

(a) Lessor: Elkhart Municipal Airport
1211 County Road 6 West
Elkhart, Indiana 46514

(b) Lessee: Hangar 31 LLC
2108 Airport Drive
Elkhart, IN 46514

29. That Lessee further agrees that it will comply with the covenants of this agreement, and that this Agreement is subject to Federal Aviation Administration Policy and Procedure Memorandum No. 51906 as amended from time to time, as it applies to the activities set forth herein, and that said Memorandum is incorporated herein by reference and made a part of this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

LESSOR:
ELKHART MUNICIPAL AIRPORT
BOARD OF
AVIATION COMMISSIONERS

BOAC

BOAC

BOAC

BOAC

ATTEST:

Secretary

LESSEE:
NAME

Brett Zierle, Member
Hangar 31 LLC

This Instrument Prepared by: Attorney, Address of Attorney

Exhibit A
LEGAL DESCRIPTION

EXHIBIT A

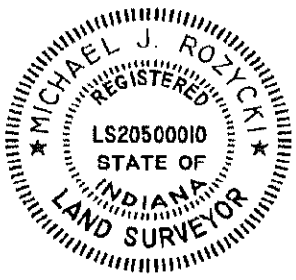
A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 5 EAST, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS IN THIS DESCRIPTION ARE BASED ON STATE PLANE COORDINATE SYSTEM INDIANA EAST ZONE)

COMMENCING AT THE CENTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 08 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 905.27 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 19 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 82 DEGREES 12 MINUTES 54 SECONDS EAST, 124.34 FEET; THENCE SOUTH 07 DEGREES 47 MINUTES 06 SECONDS EAST, 185.57 FEET; THENCE SOUTH 82 DEGREES 12 MINUTES 54 SECONDS WEST, 149.24 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 41 SECONDS WEST, 187.23 FEET TO THE POINT OF BEGINNING; CONTAINING 0.58 ACRES (25,384 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL COVENANTS, RIGHT-OF-WAYS, AND EASEMENTS OF RECORD.

PREPARED FOR: INDIANA FLIGHT CENTER
FIRM: ABONMARCHE CONSULTANTS
DATE: 12-19-2025
JOB #: 25-1976

12/19/2025

MICHAEL J. ROZYCKI, PS DATE



O:\PROJECTS\2025\25-1976 INDIANA FLIGHT CENTER H#28 AIRPORT DR, ELKHART\10 SURVEY\17 LEGALS AND REPORTS\HANGER 31 LEASE AREA LD.DOCX

ABONMARCHE

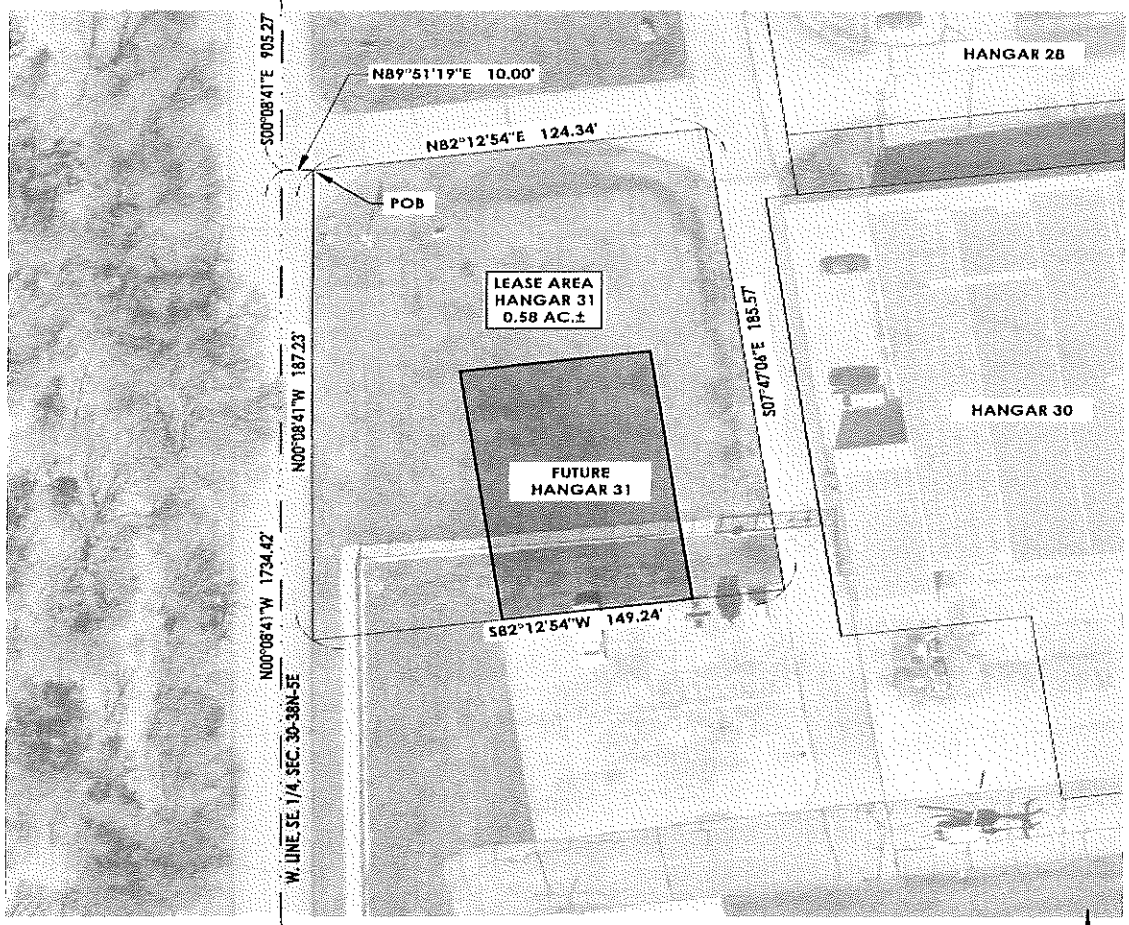
303 River Race Drive, Unit 206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Benton Harbor
Ft. Wayne
Goshen
Grand Haven
Grand Rapids
Hobart
Kalamazoo
Lafayette
South Bend
Valparaiso

Engineering · Architecture · Land Surveying

EXHIBIT B

LEASE AREA



0 30 60
SCALE : 1=60'

NOTE: THIS IS NOT A BOUNDARY SURVEY

PREPARED FOR:	DRAWN BY: CMR	EAST HALF, SECTION 30
INDIANA FLIGHT CENTER	APPROVED BY: MJR	TOWNSHIP 38 NORTH, RANGE 5 EAST
	DATE: 12/19/2025	OSOLO TOWNSHIP
	SCALE: 1"=60'	SHEET 1 OF 1

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JOB NO. 25-1976

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Marty King Outstanding Balance Payback agreement

The Airport Director requests the Board of Aviation Commissioners (BOAC) approve a payback agreement with King Aero Aviation/Marty King for Building 2-B, as well as hangars 12 and 19. Mr. King currently owes $7,077.50 in back rent. The proposal is for Mr. King to continue paying his normal monthly obligations of $1,450.00 ($1,200 for Building 2-B, $125 for T-Hangar 12, $125 for T-Hangar 19) and a payback amount of $590.00 per month for a 12-month period. Please approve the payback agreement drafted by the City Legal Department, and please authorize the board president to sign the corresponding document pending legal approval.

Please approve the payback agreement with Marty King for $590 per month for a 12-month period and please authorize the board president to sign the corresponding document pending legal approval.

Thank you,

Andy Jones

Andy Jones

Airport Director

Approved as to form and legality

KD

Date 10.28.26

Approved by City of Elkhart
Board of Aviation Commissioners

Doug Thorne Via Teams

ADMISSION AND PAYMENT AGREEMENT

This Payment Agreement ("Agreement") is entered into by and between the City of Elkhart, Indiana acting by and through its Board of Aviation Commissioners ("City"), and King Aero, Inc. an Indiana Domestic For Profit Corporation and Marty J. King, Individual ("Debtors"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Debtors lease hangar space from the City of Elkhart Airport, including Hangar 2-B, T-Hangar 19, T-Hangar 12, and T-Hangar 23; and

WHEREAS, unpaid sums remain due and owing to the City for said hangar rentals, which are collectible by a court of law; and

WHEREAS, the Parties desire to resolve all outstanding balances through this Agreement in lieu of formal judicial proceedings.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Admission of Services Rendered

The Debtors acknowledge receipt of notice regarding the amounts due to the City under the Hangar Lease agreements dated September 25, 2026.

2. Right to Contest

The Debtors acknowledge that they have the right to contest the City's claims regarding hangar rental fees, and that such disputes could be resolved by trial before a court of law.

3. Waiver of Trial and Admission of Liability

By entering into this Agreement, the Debtor knowingly and voluntarily waives the right to a trial and admits to the truth and validity of the City's claims, now and hereafter, without the need for judicial proceedings.

4. Current Rental Obligations

The Debtors and the City agree that the following rental terms are in place at the time of this agreement:

A. The current monthly rent for Hangar 2-B is One Thousand Two Hundred Dollars ($1,200).

B. The current monthly rent for T-Hangar 19 is One Hundred and Twenty Five ($125).

C. The current monthly rent for T-Hangar 12 is One Hundred and Twenty Five ($125).

The combined regular monthly rental fee for all three hangars is One Thousand Four Hundred and Fifty Dollars ($1,450).

5. Outstanding Balance

The City's records show a total outstanding balance of Seven Thousand and Seventy Seven Dollars and Fifty Cents ($7,077.50), which includes unpaid rental fees associated with Hangar 2-B, T-Hangar 19, T-Hangar 12, and T-Hangar 23 (which totals $425 of the balance).

The Debtor acknowledges that this amount is due and owing.

To establish a repayment schedule, the outstanding balance of $7,077.50 has been divided over 12 months, resulting in a monthly repayment amount of $589.79, rounded to $590.

6. Payment Plan

The Parties desire to enter into a payment agreement with the following conditions:

In accordance with the following schedule, the Debtors agrees to pay over the next twelve (12) months:

A. The regular monthly rental fee of One Thousand Four Hundred and Fifty Dollars ($1,450); and
B. And an additional Five Hundred and Ninety Dollars ($590) which shall be applied to the outstanding balance

The total monthly amount due during this 12-month repayment period shall therefore be Two Thousand and Forty Dollars ($2,040).

All other aspects of the current lease agreements between King Aero. Inc, Marty King and the City remain in place.

7. Default and Entry of Judgment

If the Debtor fails to make any agreed-upon payment:

A. The City may file this Agreement with a court of law; and

B. The Debtor consents to the court summarily entering judgment against them and in favor of the City for the outstanding balance, less payments made, plus court costs, without trial, hearing, or further proceedings.

8. Additional Costs and Fees

The Debtor acknowledges that failure to pay as agreed may result in additional costs and fees, including but not limited to court costs and collection agency fees.

9. Due Date of Payments

The first payment under this Agreement is due on or before November 1, 2026, with all subsequent monthly payments due on the same day of each month until all sums are paid in full.

10. Entire Agreement

This Agreement constitutes the full understanding between the Parties and supersedes all prior agreements.

11. Governing Law

This Agreement shall be governed by the laws of the State of Indiana with jurisdiction and venue in Elkhart County and Elkhart County Circuit or Superior Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

Debtor: Marty J. King, personally

Signature: Marty J King

Date: 10.28.26

Debtor: King Aero, Inc.

Signature: Marty J King

Date: 10.28.26

Board of Aviation Commissioners

Title: ~~Doug Throne, BOAC President~~ Bruce Shreiner, VP

Signature: Bruce D Shreiner

Date: 10.28.26

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Solicitation of roof quotes & awarding of quote for EAA Building

The Airport Director request permission to solicit quotes for the roof repair or replacement for the City-owned EAA Building, located at 1201 CR 6W. In addition, the Airport Director requests the Board of Aviation Commissioners (BOAC) authorize the work to be done by the lowest, most responsive quoter.

Please authorize the solicitation & awarding of quotes to the lowest, most responsive, most responsible quoter for the roof repairs or replacement at the City-owned EAA Building.

Thank you,

Andy Jones

Andy Jones

Airport Director

Approved as to form and legality

KD

Date 10.28.26

Approved by City of Elkhart
Board of Aviation Commissioners

Doug Thorne via Teams (KS)

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Submission of 2026 INDOT Pavement Maintenance Program grant application

The Airport Director requests approval to submit the 2026 INDOT Pavement Maintenance Program grant application in the amount of $130,302.00. The INDOT share for this grant will be $97,726.50 and the Local share will be $32,575.50. Please also authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Please approve the submission of the 2026 INDOT Pavement Maintenance Program grant application in the amount of $130,302.00 and authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Thank you,

Andy Jones
Airport Director

Date 10.28.26
Approved by City of Elkhart
Board of Aviation Commissioners
Doug Thorne Via Teams (KE)

Approved as to form and legality
KD

STATE/LOCAL GRANT PROGRAM FOR AIRPORT MAINTENANCE APPLICATION

State Form 9900377
Indiana Department of Transportation

Application

Instructions:	• Submit bids/quotes with application • Provide three quotes; include justification if other or less than three quotes • Include sketches showing location of project

Part A – Airport Information

Airport Name: Elkhart Municipal	Airport Owner: City of Elkhart
Airport Address: 1211 Co RD 6 W	City: Elkhart
State: Indiana	Zip: 46514
Airport Contact: Andy Jones	Phone Number: 574-264-5217
Email: andy.jones@coei.org	

Part B – Project Information

1. Project Scope -

Taxiway B crack sealing and painting. In 2023 Elkhart Airport was inspected and given taxiway PCIs averaging about 64 and connector PCI's average of about 55 although some sections such as 27 (TWB6EH-13) and 43 (TWB1EH-33) have much lower PCIs then the average. Aerial view clearly illustrates heavily faded reflective media and emerging cracks. PCI is below critical PCI levels at connector areas.Taxiway B needs maintenance to persevere quality, reduce water infiltration and further degradation of asphalt and subgrade.

2. Schedule – please include estimated start and end dates -

The crack sealing was completed in April/March of 2026.

Earliest Start Date for painting: Spring 2027

Estimated End Dates- The following information concerning the project scope/construction was provided to contractors in the notice of award to the contractor and award recommendation to the airport manager.

The work must be completed before June 30th 2027.

Part C – Project Funding

1. Funding Requested	State $ 97,726.50	Local $ 32,575.50

2. BUDGET BREAKDOWN	
CLASSIFICATION	**COST**
Admin	12,000
Construction	$118,302
Materials (crack sealer, etc.)	
Equipment	
Labor	
Other	
Total	$130,302

Part D – Additional Comments

The $12,000 administrative fee covers BF&S Professional Services, including, but not limited to, preparation of the quote package, solicitation of quotes, development and submission of the pre-approval/application materials, and construction inspection.

The construction total includes, Asphalt Restoration Services, $76,480, and Hi-Lite Airfield Services, LLC, $41,822 for a total of $118,302.

Authorized Signature: Bruce E Shreiner	Title: Vice President, BOAC
Typed Name: ~~Doug Thorne~~ Bruce Shreiner	Date: 10/28/2026

500 East 96th St., Suite 500
Indianapolis, IN 46240
317.713.4615
bfsengr.com

ACEC INDIANA

BF&S
CIVIL ENGINEERS

INDIANAPOLIS | LAFAYETTE | MERRILLVILLE
FORT WAYNE | PLAINFIELD | SOUTH BEND | LOUISVILLE

To: Andy Jones
From: Paul Shaffer
Date: 2026-10-28 Job No.: 648400.9803

Subject: 2026 INDOT Pavement Maintenance Program Airfield Painting Quotes for Taxiway A, B, D and Concrete GA Terminal Apron.

Dear Mr. Jones,

Two (2) acceptable quotes were received for the above-referenced project. The quotes are in accordance with the Request for Quotation documents. The quote summary is summarized in the following table. Enclosed is a copy of the Quote Summary as well as the quotes received.

Elkhart Municipal Airport (EKM) Quote Summary Painting Taxiway A, B, D & Concrete GA Terminal Apron			
Contractors	RFQ Sent	Quotation Received?	Total
Hi-Lite	9/15/2026	9/18/2026	$41,822.00
Accurate Striping	9/15/2026		
Airmarking / CE Huges	9/15/2026	9/29/2026	$135,870.50
American Stripers	9/15/2026		
Griffin Pavement Markings	9/15/2026		

The low quote submitted meets all the conditions listed in the contract documents. No math errors were observed in the quotes submitted. No irregularities were observed with the quotes.

Based on the above low painting quote and the previously received crack sealing quotes the total project amount is within the allowable budget.

Elkhart Municipal Airport (EKM) Quote Summary Painting Taxiway A, B, D & Concrete GA Terminal Apron			
Contractors	RFQ Sent	Quotation Received?	Total
Hi-Lite	9/15/2026	9/18/2026	$41,822.00
Accurate Striping	9/15/2026		
Airmarking / CE Huges	9/15/2026	9/29/2026	$135,870.50
American Stripers	9/15/2026		
Griffin Pavement Markings	9/15/2026		
Crack Sealing Taxiway A, B, & D			
Asphalt Restoration Services (ARS)	3/1/2026	3/3/2026	$76,480.00

500 East 96th St., Suite 500
Indianapolis, IN 46240
317.713.4615
bfsengr.com

ACEC INDIANA

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CIVIL ENGINEERS
INDIANAPOLIS | LAFAYETTE | MERRILLVILLE
FORT WAYNE | PLAINFIELD | SOUTH BEND | LOUISVILLE

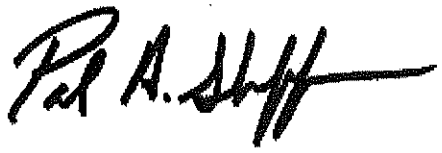
The total project budget with the quotes noted above will be:

Project Budget	
Total Construction	$118,302.00
Project Administration	$12,000.00
TOTAL Project	$130,302.00
LOCAL total	$32,575.50
STATE total	$97,726.50

Based on the above information BF&S recommends awarding the painting quote to High-Lite Airfield Services, LLC., in conjunction with the submission of the 2026 INDOT Pavement Maintenance Program Application.

If you need additional information regarding the above determination, please let me know.

Regards,



Paul Shaffer, P.E.
Executive Vice President
Butler, Fairman & Seufert, Inc.
p 317-713-4615 c 317-370-2006
PShaffer@bfsengr.com

c: Michael Buening, INDOT Aviation

Travis Warren, INDOT Aviation

City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: **Request to award quote for crack sealing repairs to asphalt surfaces located on airport property to responsive, responsible quoter**

At the March 25, 2026, the BOAC approved quote specifications and the solicitation of quotes for the purpose of sealing cracks on taxiways Alpha, Bravo, Delta, and the Ralph Bean memorial parking lot near Wheels Up. Per City policy, three vendors were sent the quote specifications and required to reply with a quote by April 8, 2026. Only two of the three venders chose to provide quotes:

1) Asphalt Restoration Services – replied, with a quote amount of $76,480.00
2) Hi-Lite – replied, with a quote amount of $203,720.00
3) Wait's Paving – provided no quote

Asphalt Restoration Services was the lowest, most responsive, responsible, quoter.

Please award the project of crack sealing taxiways Alpha, Bravo, Delta, and the Ralph Bean memorial parking lot, to Asphalt Restoration Services, the lowest, most responsive, most responsible quoter, in the amount of $76,480.00. A sufficient amount of funding for this project was included in 2026 Aviation budget.

Approved as to form and legality

KD

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 04.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bryce P. Shreiner

Tom Shoff - Teams (KS)

Updated Quote

Asphalt Restoration Services
PO Box 2484
South Bend, IN 46680
(574) 876 6601
arsllc@comcast.net

Estimate

ADDRESS
Elkhart Municipal Airport
1211 CR 6
Elkhart, Indiana

ESTIMATE #	DATE	
3884	03/03/2026	

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL - Roadway/Highway All cracks to be filled are cleaned/blown out using a direct drive 100 CFM air compressor. Cracks are then filled using a Crack Pro 260 Heated Hose crack seal machine using K-TECH 3405. K-TECH 3405 is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. K-TECH 3405 resists tracking at elevated temperatures and remains flexible down to -15F. K-TECH 3405 meets ASTM 3405 Specifications and is ideal for roads and highways.	1	0.00	0.00
CRACKSEAL Bravo Taxi Way - Approximately 45,405 Linear Feet of Cracking	45,405	0.70	31,783.50
CRACKSEAL Bravo 1 - Approximately 1680 Linear Feet of Cracking	1,680	1.00	1,680.00
CRACKSEAL Bravo 2 - Approximately 3094 Linear Feet of Cracking	3,094	1.00	3,094.00
CRACKSEAL Bravo 3 - Approximately 3770 Linear Feet of Cracking	3,770	1.00	3,770.00
CRACKSEAL Bravo 4 - Approximately 4500 Linear Feet of Cracking	4,500	1.00	4,500.00
CRACKSEAL Bravo 5 - Approximately 3450 Linear Feet of Cracking	3,450	1.00	3,450.00
CRACKSEAL Alpha 1 - Approximately 1209 Linear Feet of Cracking	1,209	1.00	1,209.00
CRACKSEAL Delta Taxi Way - Approximately 25,155 Linear Feet of Cracking	25,155	0.70	17,608.50
CRACKSEAL Delta 1 - Approximately 2675 Linear Feet of Cracking	2,675	1.00	2,675.00
CRACKSEAL Delta 2 - Approximately 1500 Linear Feet of Cracking	1,500	1.00	1,500.00
CRACKSEAL Delta 3 - Approximately 2710 Linear Feet of Cracking	2,710	1.00	2,710.00

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL Event Parking Lot Approximately 2640 Linear Feet of Cracking	2,640	0.9469697	2,500.00
TERMS & CONDITIONS 1. Price(s) is/are for the 2026 season only. If the work carries past 2026 season this/these price(s) is/are subject to change. 2. Bid bond, performance bond, permits, general fees are not included in the price(s) shown above. 3. Not included in the price(s) shown above (unless otherwise specified); construction engineering, quality testing, excavation, casting/structure adjustment and saw-cutting.	1	0.00	0.00

Contact Asphalt Restoration Services to pay.

TOTAL **$76,480.00**

THANK YOU FOR ALLOWING ASPHALT RESTORATION SERVICES TO PROVIDE YOU WITH AN ESTIMATE FOR YOUR ASPHALT NEEDS!!

Accepted By _____

Doug Thorne
Bonc President

Accepted Date 04.29.26

City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: **04/29/26**

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: **Asphalt Restoration Services agreement for the crack sealing project at Elkhart Municipal Airport (EKM)**

Please approve the attached agreement between EKM and Asphalt Restoration Services for crack sealing to asphalt surfaces located on taxiways Alpha, Bravo, Delta and the Ralph Bean parking lot, total cost $76,480.00. This agreement has been drafted and approved by the City Legal Department. Please approve this agreement & authorize the board president to sign this agreement on behalf of the City.

Thank you,

Andy Jones

Andy Jones
Airport Director

Please approve the attached crack sealing project agreement with Asphalt Restoration Services for a total cost of $76,480.00 and authorize the board president to sign this agreement on behalf of the City.

Date 04.29.26
Approved by City of Elkhart
Board of Aviation Commissioners
Bruce E. Shreeve
Tom Shoff - Teams RE

CONTRACT FOR THE CRACK SEALING REPAIRS ON AIRPORT TAXIWAYS

This Agreement is made and entered into this 8TH of April 2026, between the **CITY OF ELKHART, INDIANA**, by and through its Board of Aviation Commissioners ("BOAC"), located at 229 S. Second Street, Elkhart, Indiana 46516 and **ASPHALT RESTORATION SERVICES, LLC**, located at PO BOX 2484 SOUTH BEND, IN 46680 ("CONTRACTOR"),

RECITALS:

WHEREAS, the Alpha, Bravo, Delta taxiways and Ralph Bean Memorial Parking lot at Elkhart Municipal Airport has deteriorated due to prolonged exposure to weather and time, necessitating crack sealing **("Premises");** and

WHEREAS, the Elkhart Municipal Airport desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to perform the required project;

WHEREAS, the Contractor represents that it has the requisite expertise and ability to complete this project and guarantees that Contractor is properly bonded;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. BOAC and Contractor agree as follows:

CONTRACTOR agrees to furnish the services listed in the Estimate Number 3884 dated March 3, 2026 , attached to this Contract as Exhibit A.

SECTION 2. Schedule.

Services described in Section 1 shall commence on date to be agreed upon by both parties and will diligently perform as required until completion of this Contract by either party.

SECTION 3. Payment.

In consideration of the services rendered under this contract, the BOAC agrees to pay to the CONTRACTOR the sum of Seventy Six Thousand Four Hundred and Eighty dollars with 00/100 ($76,480.00) upon inspection and approval by the City, under the terms and conditions described in the attached Exhibit A. No payment shall be made until the City's inspection reveals that the work is entirely completed, and no advance payment will be made.

SECTION 4. Insurance.

The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor performance under this Contract:

Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $1,000,000 per person and $5,000,000 per occurrence unless additional coverage is required by the City or the State. The City and State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

Automobile liability with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. The City and State are to be named as additional insureds on a primary, non- contributory basis.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned City representative a certificate of insurance prior to the commencement of this Contract and proof of worker's compensation coverage meeting all statutory requirements of Indiana Code 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

The Contractor's insurance coverage must meet the following additional requirements:

A. The insured must have a certificate of City issued by the Indiana Department of Insurance.

B. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

C. The City and the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the City and the State under this Contract shall not be limited by the insurance required in this Contract.

D. The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the City.

E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the City to immediately terminate this Contract.

SECTION 5. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, and City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or Consultants.

SECTION 6. Assignment.

Neither this agreement nor any interest of Contractor herein may be assigned, sublet, or

transferred to a third party without prior written consent of the BOAC.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 8. Compliance with State and Local Law.

Contractor agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of Contractor's services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. E-Verify Compliance.

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement Contractor is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide the BOAC with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the BOAC's authorized representative.

Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the BOAC within seven (7) days of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the BOAC has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

SECTION 10. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 11. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 12. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 13. Nondiscrimination.

Contractor shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should Contractor be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 14. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 15. Council Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Elkhart City Common Council, then, the BOAC shall have the right to terminate this Agreement without penalty by giving prior written notice to Contractor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all the required authorization as of the date first set forth above.

Douglas Thorne, President
Board of Aviation Commission

By: _____
Printed Name: Sean Evans
Contractor

Approved as to form and legality.

Updated Quote

Exhibit A

Asphalt Restoration Services
PO Box 2484
South Bend, IN 46680
(574) 876 6601
arsllc@comcast.net

Estimate

ASPHALT RESTORATION SERVICES

ADDRESS
Elkhart Municipal Airport
1211 CR 6
Elkhart, Indiana

ESTIMATE #	DATE
3884	03/03/2026

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL - Roadway/Highway All cracks to be filled are cleaned/blown out using a direct drive 100 CFM air compressor. Cracks are then filled using a Crack Pro 260 Heated Hose crack seal machine using K-TECH 3405. K-TECH 3405 is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. K-TECH 3405 resists tracking at elevated temperatures and remains flexible down to -15F. K-TECH 3405 meets ASTM 3405 Specifications and is ideal for roads and highways.	1	0.00	0.00
CRACKSEAL Bravo Taxi Way - Approximately 45,405 Linear Feet of Cracking	45,405	0.70	31,783.50
CRACKSEAL Bravo 1 - Approximately 1680 Linear Feet of Cracking	1,680	1.00	1,680.00
CRACKSEAL Bravo 2 - Approximately 3094 Linear Feet of Cracking	3,094	1.00	3,094.00
CRACKSEAL Bravo 3 - Approximately 3770 Linear Feet of Cracking	3,770	1.00	3,770.00
CRACKSEAL Bravo 4 - Approximately 4500 Linear Feet of Cracking	4,500	1.00	4,500.00
CRACKSEAL Bravo 5 - Approximately 3450 Linear Feet of Cracking	3,450	1.00	3,450.00
CRACKSEAL Alpha 1 - Approximately 1209 Linear Feet of Cracking	1,209	1.00	1,209.00
CRACKSEAL Delta Taxi Way - Approximately 25,155 Linear Feet of Cracking	25,155	0.70	17,608.50
CRACKSEAL Delta 1 - Approximately 2675 Linear Feet of Cracking	2,675	1.00	2,675.00
CRACKSEAL Delta 2 - Approximately 1500 Linear Feet of Cracking	1,500	1.00	1,500.00
CRACKSEAL Delta 3 - Approximately 2710 Linear Feet of Cracking	2,710	1.00	2,710.00

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL Event Parking Lot Approximately 2640 Linear Feet of Cracking	2,640	0.9469697	2,500.00
TERMS & CONDITIONS 1. Price(s) is/are for the 2026 season only. If the work carries past 2026 season this/these price(s) is/are subject to change. 2. Bid bond, performance bond, permits, general fees are not included in the price(s) shown above. 3. Not included in the price(s) shown above (unless otherwise specified); construction engineering, quality testing, excavation, casting/structure adjustment and saw-cutting.	1	0.00	0.00

Contact Asphalt Restoration Services to pay.

TOTAL **$76,480.00**

THANK YOU FOR ALLOWING ASPHALT RESTORATION SERVICES TO PROVIDE YOU WITH AN ESTIMATE FOR YOUR ASPHALT NEEDS!!

Accepted By

Accepted Date

City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 03/25/26

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: **Request approval to solicit quotes and approve quote specifications for crack sealing repairs of the taxiways**

The Airport Director requests approval to solicit quotes AND approve quote specifications for the purpose of sealing cracks on the Alpha, Bravo & Delta taxiways and the Ralph Bean memorial parking lot near Wheels Up. The funds for this project were included in the 2026 Aviation budget.

Please approve solicitation of quotes AND quote specifications for crack sealing of the Alpha, Bravo & Delta taxiways and the Ralph Bean memorial parking lot. The funds for this project were included in the 2026 Aviation budget.

Thank you,

Andy Jones

Andy Jones
Airport Director

Approved as to form and legality

KD

Date 03.25.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce D. Shreiner

Tom Shoff via M. Teams (RS)

City of Elkhart

Aviation Department

Contractor name
Attn: name
Street address
City state zip

Date: April 2026

RE: Crack Sealing of Airport Taxiways, Connectors & Parking Lot

NOTICE TO QUOTERS of QUOTE SPECS

The City of Elkhart, Indiana Aviation Department will receive sealed quotes at 1211 CR 6W for the following project:

Crack Sealing of Alpha, Bravo & Delta taxiways, and event parking lot located at Elkhart Municipal Airport (EKM), 1211 CR 6W, Elkhart, IN 46514

Scope of work to be completed:

CRACKSEAL SCOPE:
All cracks to be filled are cleaned/blown out using air compressor. Cracks are then filled using hot tar designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. Tar should be resistant to tracking at elevated temperatures and remains flexible down to -15 degrees Request that tar meets ASTIM 3405 specifications and is ideal for roads, highways, taxiways.

TAXIWAYS, PARKING LOT & APPROXIMATE LINEAR FEET OF CRACKING:

TAXIWAY:	*LINEAR FEET:*
BRAVO	45,405
BRAVO 1	1680
BRAVO 2	3094
BRAVO 3	3770
BRAVO 4	4500
BRAVO 5	3450
ALPHA 1	1209
DELTA	25,155
DELTA 1	2675
DELTA 2	1500
DELTA 3	2710
EVENT PARKING LOT	2640

Project notes and warranty info.

1. Project cleanliness: Keep job-site neat and clean and dispose of all debris created during project on a daily basis.
2. Communication: Keep proper radio communication with air traffic control tower when the tour is staffed, and aircraft during hours when tower is closed.
3. Change Order Policy: Contractor will not perform any work outside the scope set forth in the quote without a written change order signed by the customer.
4. Estimated Total Project Time Span: One week "contingent on the weather".

Quotes will be accepted during the hours of 8:00 AM to 3:00 PM Mon-Fri. The deadline for receiving quotes will be 1PM on April 8, 2026. PLEASE CALL OUR OFFICE BEFORE BRINGING QUOTES 574-264-5217 OR 574-903-4815.

Quotes are to be submitted in a sealed envelope to the ELKHART MUNICIPAL AIRPORT, FIRST FLOOR ADMINISTRATION BUILDING, 1211 CR 6W, ELKHART, IN 46514. Write the words "Airport Crack Sealing" on the outside of the envelope. All quotes received by the deadline will be opened at 4:00 PM on April 29, 2026 during the Board of Aviation Commissioners (BOAC) meeting which will take place at The Elkhart Municipal Airport, first floor administration building, 1211 CR 6W, Elkhart, IN 46514. The quotes will be assigned to staff for review and a recommendation to award the quote from the most responsive quoter will be made by the BOAC on the same date of April 29, 2026. Any quote received after the deadline, will be returned to the quoter unopened.

Contact: Rick Johnson, Airport Maintenance Supervisor to schedule a time to visit the site prior to quoting.

574-361-2123

Rick.johnson@cityofelkhartin.gov

Sincerely,

Andy Jones

Andy Jones

Elkhart Municipal Airport Director

1211 Co. Rd. 6 W.

Elkhart, In. 46514

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
I	White	37925	115 ft²/gal	I	7 lb/gal
I	Red	31136	115 ft²/gal	I	5 lb/gal
I	Yellow	33538 or 33655	115 ft²/gal	I	7 lb/gal
I	Yellow	33538 or 33655	115 ft²/gal	III	10 lb/gal
I	Black	37038	115 ft²/gal	---	---
I	Pink	1 part 31136 to 2 parts 37925	115 ft²/gal	I	5 lb/gal
I	Green	34108	115 ft²/gal	---	---

621 [1] **See paragraph 620-2.2a**

622 [2] **See paragraph 620-2.2b**

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A and Federal Specification TT-B1325D, Type III, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of **28** days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings. Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. [Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3

readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m²/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation shall be measured by the number of square feet for each type of surface preparation specified in paragraph 620-3.3.

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

620-4.1c The quantity of reflective media shall be paid for by the number of pounds of reflective media.

620-4.1d The quantity of temporary markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for surface preparation shall be made at the contract price for the number of square feet for each type of surface preparation specified in paragraph 620-3.3.

620-5.2b Payment for markings shall be made at the contract price for the number of square feet of painting.

620-5.3c Payment for reflective media shall be made at the contract unit price for the number of pounds of reflective media.

620-5.4d Payment for temporary markings shall be made at the contract price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1a	Surface Preparation per square foot
Item P-620-5.2b	Marking per square foot
Item P-620-5.3c	Reflective Media per pound
Item P-620-5.4d	Temporary runway and taxiway marking per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

Asphalt Restoration Services
PO Box 2484
South Bend, IN 46680
(574) 876 6601
arsllc@icloud.com

Invoice

BILL TO
Elkhart Municipal Airport
1211 CR 6
Elkhart, Indiana

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5940	07/06/2026	$76,480.00	07/07/2026	Due on receipt	

P.O. NUMBER
26-00325

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL - Roadway/Highway All cracks to be filled are cleaned/blown out using a direct drive 100 CFM air compressor. Cracks are then filled using a Crack Pro 260 Heated Hose crack seal machine using K-TECH 3405. K-TECH 3405 is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. K-TECH 3405 resists tracking at elevated temperatures and remains flexible down to -15F. K-TECH 3405 meets ASTM 3405 Specifications and is ideal for roads and highways.	1	0.00	0.00
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Contact Asphalt Restoration Services to pay.

BALANCE DUE $76,480.00

THANK YOU FOR YOUR BUSINESS!! WE GREATLY APPRECIATE IT!!

Ways to pay

BANK

View and pay

EXHIBIT 1 - PROJECT ORDER NO. #3

This Project Order **(ORDER)** is made part of and governed by the terms and provisions of the Master Agreement, dated November 27, 2019 ("**AGREEMENT**"), by and between The City of Elkhart, acting by, and through its Board of Aviation Commissioners (hereinafter called the **OWNER**), Elkhart Municipal Airport, 1211 County Road 6 W. Elkhart, In. 46514 and

BUTLER, FAIRMAN and SEUFERT, INC.
500 East 96th St., Suite 500
Indianapolis, IN 46240-3767

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

Project Number: 648400.9803

Short Title: 2026 INDOT Pavement Maintenance

Scope of Services/Fee: ENGINEER agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT.** This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on _____, 2026.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

By: _____
Paul Shaffer, P.E.
Executive Vice President

Date: _____

OWNER:
The City of Elkhart, acting by and through its Board of Aviation Commissioners

By: _____
Title: _____

ATTEST:_____

Date:_____

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

2026 INDOT Pavement Maintenance Project. Project consists of preparing a quote package to perform Airfield Painting on Taxiway A, B, D and the Concrete GA Apron as well as reimburse asphalt crack sealing preformed on Taxiway A, B and D. The quotes will be submitted to INDOT Aviation as part of their application for funding of up to 75% INDOT, 25% Local funding breakdown.

The estimated total budget for the pavement maintenance project is:

Project Budget	
Total Construction	$118,302.00
Project Administration	$12,000.00
TOTAL Project	$130,302.00
LOCAL total	$32,575.50
STATE total	$97,726.50

B. SCOPE OF WORK

After authorization to proceed, the **ENGINEER** shall:

1. Project Administration

1. Conduct a site visit to determine project scope and estimated quantities.
2. Prepare INDOT Pre-Approval Form with preliminary cost estimate.
3. Prepare contractor quote package for airfield painting and distribute to contractors.
4. Review painting quotes received and provide a recommendation to the **OWNER**.
5. Prepare 1 INDOT grant application for the project.
6. Prepare INDOT Performance Reports as required.
7. Prepare 1 closeout document.
8. Report project status in Airport Board meetings.

C. CHANGES IN WORK

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

D. ADDITIONAL SERVICES

Additional Services would be services required in addition to those specifically described above, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or rework the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

E. SPECIFICALLY EXCLUDED ITEMS

Items specifically excluded from the scope of work that if requested by the **OWNER** shall be considered Additional Services as described in Appendix C, including the following:

1. Continuous resident observation during construction.
2. Materials testing during construction.

ADDENDUM "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.

2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.

5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.

6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.

7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.

8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

SCHEDULE

All work by the **ENGINEER** under this **PROJECT ORDER** shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

	Milestone	Approximate Date
1.	INDOT Project Pre-Approval	Completed July 2026
2.	Quote Package Preparation	Completed August 2026
3.	Receive Quotes	Completed September 2026
4.	Prepare Application	Completed October 2026
5.	Construction	
	a. Crack Sealing	Completed July 2026
	b. Painting	Spring 2027

The outside date for completion of the project is July 1, 2027.

The above schedule is subject to state agency review and approval, which may require the schedule to be adjusted based on the state agency's responsiveness.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed, a lump sum fee of **$12,000.00**, unless a modification of the Agreement is approved in writing by the **OWNER.**

B. Additional Services

Additional Services would be services required in any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in PROJECT WORKER ORDER NO.__ APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2026 HOURLY RATE SCHEDULE

Classification		Hourly Rates
E-V	Engineer V	$ 320.00
E-IV	Engineer IV	$ 245.00
E-III	Engineer III	$ 215.00
E-II	Engineer II	$ 170.00
E-I	Engineer I	$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	$ 270.00
FP-IV	Field Personnel IV	$ 215.00
FP-III	Field Personnel III	$ 165.00
FP-II	Field Personnel II	$ 140.00
FP-I	Field Personnel I	$ 110.00
EA-III	Engineer's Assistant III	$ 215.00
EA-II	Engineer's Assistant II	$ 190.00
EA-I	Engineer's Assistant I	$ 125.00
SP-1	Support Personnel I	$ 85.00
C-II	Clerical II	$ 165.00
C-I	Clerical I	$ 105.00
P-III	Planner/Environmental Specialist III	$ 175.00
P-II	Planner/Environmental Specialist II	$ 140.00
P-I	Planner/Environmental Specialist I	$ 120.00
EI-1	Engineer Intern I	$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	2026 INDOT Pavement Maintenance Program BF&S Professional Services Agreement

The Airport Director requests the Board of Aviation Commissioners (BOAC) approve the Butler, Fairman & Seufert (BF&S) professional services agreement in the amount of $12,000.00 for services pertaining to the 2026 INDOT Pavement Maintenance Program grant. Please also authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Please approve the BF&S professional services agreement for the 2026 INDOT Pavement Maintenance Program in the amount of $12,000.00 and authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Approved as to form and legality

KD

Thank you,

Andy Jones

Airport Director

Date 10.28.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tan [illegible]

Bruce Shreiner

Doug Thorne via Teams KS

EXHIBIT 1 - PROJECT ORDER NO. #3

This Project Order **(ORDER)** is made part of and governed by the terms and provisions of the Master Agreement, dated November 27, 2019 ("**AGREEMENT**"), by and between The City of Elkhart, acting by, and through its Board of Aviation Commissioners (hereinafter called the **OWNER**), Elkhart Municipal Airport, 1211 County Road 6 W. Elkhart, In. 46514 and

BUTLER, FAIRMAN and SEUFERT, INC.
500 East 96th St., Suite 500
Indianapolis, IN 46240-3767

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

Project Number: 648400.9803

Short Title: 2026 INDOT Pavement Maintenance

Scope of Services/Fee: ENGINEER agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT.** This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on _____, 2026.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

By: _____
Paul Shaffer, P.E.
Executive Vice President

Date: 10.28.26

OWNER:
The City of Elkhart, acting by and through its Board of Aviation Commissioners

By: _____
Title: ~~Doug Thorne~~, BOAC VP President
Bruce Shreiner

ATTEST: _____

Date: 10.28.26

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

2026 INDOT Pavement Maintenance Project. Project consists of preparing a quote package to perform Airfield Painting on Taxiway A, B, D and the Concrete GA Apron as well as reimburse asphalt crack sealing preformed on Taxiway A, B and D. The quotes will be submitted to INDOT Aviation as part of their application for funding of up to 75% INDOT, 25% Local funding breakdown.

The estimated total budget for the pavement maintenance project is:

Project Budget	
Total Construction	$118,302.00
Project Administration	$12,000.00
TOTAL Project	$130,302.00
LOCAL total	$32,575.50
STATE total	$97,726.50

B. SCOPE OF WORK

After authorization to proceed, the **ENGINEER** shall:

1. Project Administration

1. Conduct a site visit to determine project scope and estimated quantities.
2. Prepare INDOT Pre-Approval Form with preliminary cost estimate.
3. Prepare contractor quote package for airfield painting and distribute to contractors.
4. Review painting quotes received and provide a recommendation to the **OWNER**.
5. Prepare 1 INDOT grant application for the project.
6. Prepare INDOT Performance Reports as required.
7. Prepare 1 closeout document.
8. Report project status in Airport Board meetings.

C. CHANGES IN WORK

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

D. ADDITIONAL SERVICES

Additional Services would be services required in addition to those specifically described above, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or rework the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

E. SPECIFICALLY EXCLUDED ITEMS

Items specifically excluded from the scope of work that if requested by the **OWNER** shall be considered Additional Services as described in Appendix C, including the following:

1. Continuous resident observation during construction.
2. Materials testing during construction.

ADDENDUM "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.

2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.

5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.

6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.

7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.

8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

SCHEDULE

All work by the **ENGINEER** under this **PROJECT ORDER** shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

	Milestone	Approximate Date
1.	INDOT Project Pre-Approval	Completed July 2026
2.	Quote Package Preparation	Completed August 2026
3.	Receive Quotes	Completed September 2026
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5.	Construction	
	a. Crack Sealing	Completed July 2026
	b. Painting	Spring 2027

The outside date for completion of the project is July 1, 2027.

The above schedule is subject to state agency review and approval, which may require the schedule to be adjusted based on the state agency's responsiveness.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed, a lump sum fee of **$12,000.00**, unless a modification of the Agreement is approved in writing by the **OWNER.**

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Additional Services would be services required in any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in PROJECT WORKER ORDER NO.__ APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2026 HOURLY RATE SCHEDULE

Classification		Hourly Rates
E-V	Engineer V	$ 320.00
E-IV	Engineer IV	$ 245.00
E-III	Engineer III	$ 215.00
E-II	Engineer II	$ 170.00
E-I	Engineer I	$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	$ 270.00
FP-IV	Field Personnel IV	$ 215.00
FP-III	Field Personnel III	$ 165.00
FP-II	Field Personnel II	$ 140.00
FP-I	Field Personnel I	$ 110.00
EA-III	Engineer's Assistant III	$ 215.00
EA-II	Engineer's Assistant II	$ 190.00
EA-I	Engineer's Assistant I	$ 125.00
SP-1	Support Personnel I	$ 85.00
C-II	Clerical II	$ 165.00
C-I	Clerical I	$ 105.00
P-III	Planner/Environmental Specialist III	$ 175.00
P-II	Planner/Environmental Specialist II	$ 140.00
P-I	Planner/Environmental Specialist I	$ 120.00
EI-1	Engineer Intern I	$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	2026 INDOT Pavement Maintenance Program painting quote

The Airport Director requests the Board of Aviation Commissioners (BOAC) approve the 2026 INDOT Pavement Maintenance Program painting quote to Hi-Lite Airfield Services, LLC in the amount of $41,822.00. This will be for airfield painting on Taxiways A, B, D and the concrete GA apron. Please also authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Please approve the quote from Hi-Lite Airfield Services, LLC in the amount of $41,822.00 for painting taxiways A, B, D & the concrete GA apron and authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Thank you,

Andy Jones

Andy Jones

Airport Director

Approved as to form and legality

KD

Date 10.28.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom S

Bruce S Shreiner

Doug Thorne Via Teams (KS)

Quote Sheet:

Project: Northern half of Taxiway A, - Crack Repairs/Markings at the Connersville Municipal Airport

Description	*Unit*	*Quantity*	*Unit Price*	*Amount*
Mobilization (10% Max. of Total quote)	*L.S.*	*1*	$3,802.00	$3,802.00
Maintenance of Traffic	*L.S.*	*1*	$500.00	$500.00
Marking, Yellow	*S.F.*	*15,803*	$0.75	$11,852.25
Markings, Red	*S.F.*	*878*	$3.00	$2,634.00
Markings, Black	*S.F.*	*28,197*	$0.75	$21,147.75
Markings, White	*S.F.*	*305*	$3.00	$915.00
Reflective Media, Type I	*LB*	*971*	$1.00	$971.00
			Total	$41,822.00

Contractor: Hi-Lite Airfield Sevices, LLC

Address: 20128 NYS Rt 12F

Watertown, NY 13601

Signature: 

Printed: James Wendland, Vice President

Date: 9/18/26

Quote Sheet:

Project: Northern half of Taxiway A, - Crack Repairs/Markings at the Elkhart Municipal Airport

Description	*Unit*	*Quantity*	*Unit Price*	*Amount*
Mobilization (10% Max. of Total quote)	*L.S.*	*1*	10,000.00	10,000.00
Maintenance of Traffic	*L.S.*	*1*	10,000.00	10,000.00
Marking, Yellow	*S.F.*	*15,803*	2.00	31,606.00
Markings, Red	*S.F.*	*878*	10.00	8,780.00
Markings, Black	*S.F.*	*28,197*	2.50	70,492.50
Markings, White	*S.F.*	*305*	10.00	3,050.00
Reflective Media, Type I	*LB*	*971*	2.00	1,942.00
			Total	**$135,870.50**

Contractor: CE Hughes Milling, Inc. DBA The Airmarking Co.

Address: 1544 N SR 25

Rochester, IN 46975

Signature:

Printed: Caroline Hughes, President

Date: September 29, 2026

INDUSTRIAL COMMERCIAL STRIPING, LLC
53307 Grand River
New Hudson, MI 48165
877-361-4400

Estimate

Date	Estimate #
10/18/2026	21358

Name / Address	Job Location
Butler, Fairman and Seufert, Inc. Paul Shaffer 500 East 96th St., Suite 500 Indianapolis, IN 46240	Elkhart Muncipal Airport (EKM) Elkhart IN

SUBJECT TO ADDITIONAL TERMS ON LAST PAGE OF ESTIMATE

Description		Qty	Rate	Total
Restripe single coat of paint over existing lines - no layout is included in quote				
We will need to have paint materials delivered directly to the project site. Customer will need to provide equipment and personnel necessary to off-load all paint drums and materials upon delivery. Adequate, secure, onsite storage space must also be made available for these materials throughout the duration of the project. We anticipate the project to take two days.				
Prevailing wage is not required - priced for 2027				
Work quoted to be done in two trips				
-Yellow 4" Striping / Ln.Ft. - 15,803 SF	Yellow	47,409	0.35	16,593.15
-Red 4" Striping / Ln.Ft. - 878 SF	Red	2,634	0.40	1,053.60
-Blackout - 28,197 SF	Black	84,591	0.45	38,065.95
-White 4" Striping / Ln.Ft. - 305 SF	White	915	0.40	366.00
-Type I Reflective Glass Beads		1	15,000.00	15,000.00
Additional Mobilization		1	500.00	500.00

Terms: Pricing based on Standard Traffic Paint and valid for 2026 unless noted. Estimate valid for 30 days. Excludes prevailing wages; double coating; glass beads; private utility locates; special insurance; permits/fees; bonds; as-builts; and any work not listed. Ten (10) days' notice required. No guarantee for work performed Nov 1–Apr 1 due to weather. Customer is responsible for private utility locates; ICS is not liable for unmarked utilities. Invoices due net 30; late fee 0.5% per month or $35, whichever is greater. Fees apply for returned checks. Past-due accounts may be sent to collections; customer is responsible for all related costs.

Total $71,578.70

Web Site

www.icstriping.com

Elkhart Municipal Airport (EKM)

Quote Summary

Painting Taxiway A, B, D & Concrete GA Terminal Apron

Contractors	RFQ Sent	Quotation Received?	Total
Hi-Lite	9/15/2026	9/18/2026	$41,822.00
Accurate Striping	9/15/2026		
Airmarking / CE Huges	9/15/2026	9/29/2026	$135,870.50
American Stripers	9/15/2026		
Griffin Pavement Markings	9/15/2026		
Industrial Commercial Striping	10/12/2026	10/26/2026	$71,578.70
Crack Sealing Taxiway A, B, & D			
Asphalt Restoration Services (ARS)	3/1/2026	3/3/2026	$76,480.00

Project Budget

Total Construction	$118,302.00
Project Administration	$12,000.00
TOTAL w/ admin	$130,302.00
LOCAL total	$32,575.50
STATE total	$97,726.50

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Approval & signature for annual Federal Financial Reports (SF425)

The Airport Director requests approval to submit the required and final federal financial reports (SF425) to the FAA for all open grants. Please also authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Please approve the submission of the required and final federal financial reports (SF425) to the FAA and authorize the board president to sign the corresponding documents pending legal approval from the City Legal Department.

Thank you,

Andy Jones

Andy Jones

Airport Director

Date 10.28.26

Approved by City of Elkhart
Board of Aviation Commissioners

Doug Thorn Via Teams (BS)

Approved as to form and legality

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 06/30/2028

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)
FAA	

3. Recipient Organization (Name and complete address including Zip code)

Recipient Organization Name: City of Elkhart

Street1: 1211 County Road 6 W.

Street2:

City: Elkhart County:

State: IN: Indiana Province:

Country: USA: UNITED STATES ZIP / Postal Code: 46514-0000

4a. UEI	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)
lwKESQNN9VGL	135-6001016	

6. Report Type	7. Basis of Accounting	8. Project/Grant Period	9. Reporting Period End Date
☐ Quarterly ☐ Semi-Annual ☒ Annual ☐ Final	☐ Cash ☒ Accrual	From: To:	09/30/2026

10. Transactions	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR attachment):	
a. Cash Receipts	3,073,824.00
b. Cash Disbursements	3,073,824.00
c. Cash on Hand (line a minus b)	0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	0.00
g. Total Federal share (sum of lines e and f)	0.00
h. Unobligated balance of Federal Funds (line d minus g)	0.00
Recipient Share:	
i. Total recipient share required	
j. Recipient share of expenditures	
k. Remaining recipient share to be provided (line i minus j)	
Program Income:	
l. Total Federal program income earned	0.00
m. Program Income expended in accordance with the deduction alternative	0.00
n. Program Income expended in accordance with the addition alternative	0.00
o. Unexpended program income (line l minus line m and line n)	0.00

11. Indirect Expense

a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
			g. Totals:			

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

Add Attachment | Delete Attachment | View Attachment

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official

Prefix: | First Name: Doug | Middle Name:

Last Name: Thorne | Suffix:

Title: President

b. Signature of Authorized Certifying Official

Bruce D. Shreiner

c. Telephone (Area code, number and extension)

574-264-5217

d. Email Address

~~dthorne@elkhart.k12.in.us~~ douglas.thorne@icloud.com

e. Date Report Submitted

10/28/2026

14. Agency use only:

Standard Form 425

Federal Financial Report Attachment

(For reporting multiple grants)

1. Federal Agency and Organizational Element to Which Report is Submitted (Box 1 on Page 1)	2. Recipient Organization (Box 3 on Page 1)
FAA	City of Elkhart

3a. UEI (Box 4a on Page 1)	3b. EIN (Box 4b on Page 1)	4. Reporting Period End Date (Box 9 on Page 1)
WKESQNN9VGL7	35-6001016	09/30/2026

5. List Information below for each grant covered by this report.

Federal Grant Number	Recipient Account Number	Cumulative Federal Cash Disbursement
3-18-0018-040-2024		$ 763,800.00
3-18-0018-041-2025		$ 282,000.00
3-18-0018-042-2025		$ 1,737,325.00
3-18-0018-042-2025		$ 290,699.00
TOTAL (Should correspond to the amount on Line 10b on Page 1)		$ 3,073,824.00

Standard Form 425A

OMB Number: 4040–0011
Expiration Date: 06/30/2028

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

1. TYPE OF REQUEST
- [x] FINAL
- [ ] PARTIAL

2. BASIS OF REQUEST
- [ ] CASH
- [x] ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
FAA

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
3-18-0018-040-2024

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
11

6. EMPLOYER IDENTIFICATION NUMBER
35-6001016

7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
WKESQNN9VGL7

8. PERIOD COVERED BY THIS REQUEST
From: 02/26/2026 To: 06/24/2026

9. RECIPIENT ORGANIZATION

Name: Elkhart Municipal Airport
Street1: 1211 County Road 6 W
Street2:
City: Elkhart
County:
State: IN: Indiana
Province:
Country: USA: UNITED STATES
ZIP / Postal Code: 46514-0000

10. PAYEE (Where check is to be sent if different than item 9)

Name:
Street1:
Street2:
City:
County:
State:
Province:
Country:
ZIP / Postal Code:

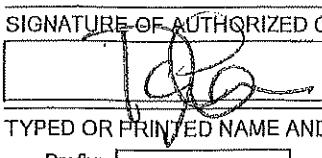
11.	STATUS OF FUNDS			
CLASSIFICATION	PROGRAMS (a)	FUNCTIONS (b)	ACTIVITIES (c)	TOTAL
a. Administrative expense	$	$	$	$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees	97,624.25			97,624.25
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost	751,042.42			751,042.42
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date *(sum of lines a thru m)*	848,666.67			848,666.67
o. Deductions for program income				
p. Net cumulative to date *(line n minus line o)*	848,666.67			848,666.67
q. Federal share to date	763,800.00			763,800.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share *(sum of lines q and r)*	763,800.00			763,800.00
t. Federal payments previously requested	672,500.00			672,500.00
u. Amount requested for reimbursement	$ 91,300.00	$	$	$ 91,300.00
v. Percentage of physical completion of project	100.00 %	%	%	100.00 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



DATE REPORT SUBMITTED: 06/24/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Doug Middle Name:

Last Name: Thorne Suffix:

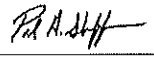
Title: President

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



DATE SIGNED: 06/24/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Paul Middle Name:

Last Name: Shaffer Suffix:

Title: Executive VP

TELEPHONE (Area code, number, and extension)

317-713-4615

OMB Number: 4040–0011
Expiration Date: 06/30/2028

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

1. TYPE OF REQUEST
- [x] FINAL
- [ ] PARTIAL

2. BASIS OF REQUEST
- [ ] CASH
- [x] ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
FAA

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
3-18-0018-041-2025

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
3

6. EMPLOYER IDENTIFICATION NUMBER
35-6001016

7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
WKESQNN9VGL7

8. PERIOD COVERED BY THIS REQUEST
From: 11/27/2025 To: 06/24/2026

9. RECIPIENT ORGANIZATION

Name: Elkhart Municipal Airport
Street1: 1211 County Road 6 W
Street2:
City: Elkhart
County:
State: IN: Indiana
Province:
Country: USA: UNITED STATES
ZIP / Postal Code: 46514-0000

10. PAYEE (Where check is to be sent if different than item 9)

Name:
Street1:
Street2:
City:
County:
State:
Province:
Country:
ZIP / Postal Code:

11.	STATUS OF FUNDS			
CLASSIFICATION	PROGRAMS (a)	FUNCTIONS (b)	ACTIVITIES (c)	TOTAL
a. Administrative expense	$	$	$	$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost	296,842.11			296,842.11
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date *(sum of lines a thru m)*	296,842.11			296,842.11
o. Deductions for program income				
p. Net cumulative to date *(line n minus line o)*	296,842.11			296,842.11
q. Federal share to date	282,000.00			282,000.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share *(sum of lines q and r)*	282,000.00			282,000.00
t. Federal payments previously requested	252,940.00			252,940.00
u. Amount requested for reimbursement	$ 29,060.00	$	$	$ 29,060.00
v. Percentage of physical completion of project	100.00 %	%	%	100.00 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



DATE REPORT SUBMITTED: 06/24/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Doug Middle Name:

Last Name: Thorne Suffix:

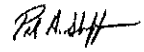
Title: President

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



DATE SIGNED: 06/24/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Paul Middle Name:

Last Name: Shaffer Suffix:

Title: Executive VP

TELEPHONE (Area code, number, and extension)

317-713-4615

OMB Number: 4040–0011
Expiration Date: 06/30/2028

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

1. TYPE OF REQUEST
- ☐ FINAL
- ☒ PARTIAL

2. BASIS OF REQUEST
- ☐ CASH
- ☒ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
FAA

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
3-18-0018-042-2025

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
3

6. EMPLOYER IDENTIFICATION NUMBER
35-6001016

7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
WKESQNN9VGL7

8. PERIOD COVERED BY THIS REQUEST
From: 06/25/2026 To: 07/29/2026

9. RECIPIENT ORGANIZATION

Name: Elkhart Municipal Airport
Street1: 1211 County Road 6 W
Street2:
City: Elkhart
County:
State: IN: Indiana
Province:
Country: USA: UNITED STATES
ZIP / Postal Code: 46514-0000

10. PAYEE (Where check is to be sent if different than item 9)

Name:
Street1:
Street2:
City:
County:
State:
Province:
Country:
ZIP / Postal Code:

11. STATUS OF FUNDS

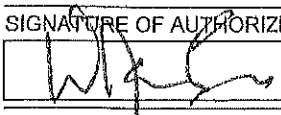
CLASSIFICATION	PROGRAMS (a)	FUNCTIONS (b)	ACTIVITIES (c)	TOTAL
a. Administrative expense	$	$	$	$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees	63,125.48			63,125.48
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost	1,762,137.71			1,762,137.71
l. Equipment				
m. Miscellaneous cost	3,500.00			3,500.00
n. Total cumulative to date *(sum of lines a thru m)*	1,828,763.19			1,828,763.19
o. Deductions for program income				
p. Net cumulative to date *(line n minus line o)*	1,828,763.19			1,828,763.19
q. Federal share to date	1,737,325.00			1,737,325.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share *(sum of lines q and r)*	1,737,325.00			1,737,325.00
t. Federal payments previously requested	545,346.00			545,346.00
u. Amount requested for reimbursement	$ 1,191,979.00	$	$	$ 1,191,979.00
v. Percentage of physical completion of project	90.00 %	%	%	90.00 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



DATE REPORT SUBMITTED: 07/29/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Doug Middle Name:

Last Name: Thorne Suffix:

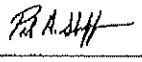
Title: President

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



DATE SIGNED: 07/29/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Paul Middle Name:

Last Name: Shaffer Suffix:

Title: Executive VP

TELEPHONE (Area code, number, and extension)

317-713-4615

OMB Number: 4040-0011
Expiration Date: 06/30/2028

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

1. TYPE OF REQUEST
- [x] FINAL
- [ ] PARTIAL

2. BASIS OF REQUEST
- [ ] CASH
- [x] ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
FAA

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
3-18-0018-043-2025

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
1

6. EMPLOYER IDENTIFICATION NUMBER
35-6001016

7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
WKESQNN9VGL7

8. PERIOD COVERED BY THIS REQUEST
From: 03/06/2026 To: 06/24/2026

9. RECIPIENT ORGANIZATION

Name: Elkhart Municipal Airport
Street1: 1211 County Road 6 W
Street2:
City: Elkhart
County:
State: IN: Indiana
Province:
Country: USA: UNITED STATES
ZIP / Postal Code: 46514-0000

10. PAYEE (Where check is to be sent if different than item 9)

Name:
Street1:
Street2:
City:
County:
State:
Province:
Country:
ZIP / Postal Code:

11.	STATUS OF FUNDS			
CLASSIFICATION	PROGRAMS (a)	FUNCTIONS (b)	ACTIVITIES (c)	TOTAL
a. Administrative expense	$	$	$	$
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost	305,998.95			305,998.95
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date *(sum of lines a thru m)*	305,998.95			305,998.95
o. Deductions for program income				
p. Net cumulative to date *(line n minus line o)*	305,998.95			305,998.95
q. Federal share to date	290,699.00			290,699.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share *(sum of lines q and r)*	290,699.00			290,699.00
t. Federal payments previously requested	0.00			0.00
u. Amount requested for reimbursement	$ 290,699.00	$	$	$ 290,699.00
v. Percentage of physical completion of project	100.00 %	%	%	100.00 %

12. **CERTIFICATION**

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED
[signature]	06/24/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Doug Middle Name:

Last Name: Thorne Suffix:

Title: President

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED
[signature]	06/24/2026

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Paul Middle Name:

Last Name: Shaffer Suffix:

Title: Executive VP

TELEPHONE (Area code, number, and extension)

317-713-4615

City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	October 28, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Consideration of the Capital Improvement Plan (CIP) for 2027-2032

The Airport Director would like to request the Board of Aviation Commissioners (BOAC) to consider approving the draft of the 2027-2032 Capital Improvement Plan (CIP). Projects considered in this plan include land acquisition for Runway 27 approach, Runway 18/36 lighting, Taxiway D lighting & pavement.

The Airport Director would like to request the Board of Aviation Commissioners (BOAC) to consider approving the draft of the 2027-2032 Capital Improvement Plan (CIP). Projects considered in this plan include land acquisition for Runway 27 approach, Runway 18/36 lighting, Taxiway D lighting & pavement.

Thank you,

Andy Jones

Andy Jones
Airport Director

Approved as to form and legality

KD

Date 10.28.26
Approved by City of Elkhart
Board of Aviation Commissioners
Tom
Bruce
Doug Thorn via Teams

Federal F.Y.2028-2032 Anticipated Airport Capital Improvement Program

Airport	Project Year	Funding Type (1 or 2)	Entitlement Funds	Apportionment Funds	Discretionary Funds	IIJA Allocation Funds	Matching State Funds	Matching Local Funds	Total Cost	IIJA FCT Request	Project Description
Elkhart Municipal Airport	2027	1	$158,670				$8,815	$8,815	$176,300		Land Acquisition for Runway 27 Approach Protection, Design
Elkhart Municipal Airport	2027	1	$141,330	$354,147			$27,527	$27,527	$550,530		Land Acquisition for Runway 27 Approach Protection, Acquisition
Elkhart Municipal Airport	2028	1	$122,283				$6,794	$6,794	$135,870		Runway 18-36 Lighting Rehabilitation, Design
Elkhart Municipal Airport	2028	2					$1,369,135	$1,369,135	$2,738,270		Taxilanes and 8-Unit T-Hangar
Elkhart Municipal Airport	2029	1	$177,717	$746,771			$51,360	$51,360	$1,027,209		Runway 18-36 Lighting Rehabilitation, Construction
Elkhart Municipal Airport	2030	1	$71,550				$3,975	$3,975	$79,500		Runway 27 Approach Mitigation - Phase 1 Environmental Assessment and Design
Elkhart Municipal Airport	2031	1	$228,450	$111,691			$18,897	$18,897	$377,934		Runway 27 Approach Mitigation - Phase 2 Construction
Elkhart Municipal Airport	2032	1	$140,850		$0		$7,825	$7,825	$156,500		Taxiway D Lighting Rehabilitation, Environmental Assessment & Design
Elkhart Municipal Airport	2032	1	$9,150		$111,450		$6,700	$6,700	$134,000		Taxiway D Pavement Rehabilitation, Environmental Assessment & Design
Elkhart Municipal Airport	2032	1	$150,000		$580,935		$40,608	$40,608	$812,150		Taxiway D Lighting Rehabilitation, Construction
Elkhart Municipal Airport	2032	1			$901,359		$50,076	$50,076	$1,001,510		Taxiway D Rehabilitation - Construction
Elkhart Municipal Airport	2032	1			$112,500		$6,250	$6,250	$125,000		Taxiway In Line with Runway 18-36 Correction, Design
Elkhart Municipal Airport	2032	1			$615,272		$34,182	$34,182	$683,636		Taxiway In Line with Runway 18-36 Correction, Construction
		Totals 2027-2032	*$1,200,000*	*$1,212,609*	*$2,321,516*	*$0*	*$1,632,142*	*$1,632,142*	*$7,998,408*		

Butler Fairman Seufert
CIVIL ENGINEERS

ELKHART MUNICIPAL AIRPORT
ENGINEER REPORT/AGENDA
October 28, 2026
4:00 p.m.

ACTION ITEMS FOR BOAC MEETING

1) Motion to submit the 2026 INDOT Pavement Maintenance Program grant application in the amount of $130,302.00. (INDOT Share $97,726.50, Local Share $32,575.50)
2) Motion to award the 2026 INDOT Pavement Maintenance Program painting quote for Airfield Painting on Taxiway A, B, D and the Concrete GA Apron amount of $41,822.00 to High-Lite Airfield Services, LLC.
3) Motion to approve the 2026 INDOT Pavement Maintenance Program professional services agreement in the amount of $12,000.00 to Butler, Fairman and Seufert, Inc.
4) Motion to approve the DRAFT Capital Improvement Plan (CIP) for 2027-2032
5) Motion to submit annual Federal Financial Report SF425 for all open grants to the FAA.

ACTIVE GRANT SUMMARY

- AIP 3-18-0018-040 "T-Hangar and Taxilanes Construction" Part 1 - Total $848,666.67, FAA $763,800, State $42,433.00, Local $42,434.00. This grant is 100% complete with a remaining balance of $0. Closeout requested from FAA
- AIP 3-18-0018-041 "T-Hangar and Taxilanes" Phase 3 – Total $296,842.11, FAA $282,000, State $7,421.05, Local $7,421.05. Grant is now 100% Grant is now 100% Complete with a balance of $0. Closeout requested from FAA
- AIP 3-18-0018-042 "Rehabilitate Runway 18/36, Construction" – Total $2,031,304.21. FAA $1,929,739.00, Sate $50,782.00, Local $50,783.00, Grant is now 90.0% Complete with a balance of $202,541.45.
- AIP 3-18-0018-043 "T-Hangar and Taxilanes" Phase 4 – Total $305,998.95, FAA $290,699.00, State $7,649.97, Local $7,649.98. Grant is now 100% Complete with a balance of $0. Closeout requested from FAA.

BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation
   - Project is now complete.
   - The grant is over 90% so no further draws can occur at this time.
   - We anticipate close-out documents for next meeting which will include roughly a 7% amendment for the crack sealing overruns.
   - The INDOT/ FAA final walk through is schedule for 9/24/26.

2. T-hangar/Taxilane design project.
   - The project is complete.
   - Final closeout documents complete.
   - A few roof leaks are being addressed.

3. Runway 9-27 Joint Rehabilitation project
   - The joint sealing is complete.
   - The RWY 9-27 repainting work is complete.

4. Land Acquisition for Runway 27 Approach Protection.
   - Easement document for Roberts is complete.
   - The appraisal process has started for Roberts

5. INDOT State/Local Program – now live! See additional below.
   - $100,000 state $ limit (total project is $133,333.33) 75%/25%
   - Up to 15% of total project for consultant fees
   - Pre-approval was received from INDOT on 6/12/26 for the Taxiway B Crack Sealing and Painting; preapproval form as submitted is attached
   - We are in the process of soliciting quotes for consideration at the next meeting. The work will most likely be completed in the spring.
   - Application Deadline – 12/31/26

6. Capital Improvement Plan
   - The plan is due anlong with a grant pre-application for FY 27 by December 1, 2026

   2027
   - RW 27 Approach Land Acquisition, Design (includes all parcels)
   - RW 27 Approach Land Acquisition, Acquisition (Cost Estimate has gone up since last year, and State Apportionment requested is therefore ~$75k higher than INDOT shows)

   2028
   - RW 18-36 Lighting Rehab, Design (no change)
   - Includes Type 2 project (Corporate Hangar)

   2029
   - RW 18-36 Lighting Rehab, Design (no change, but updated Cost Estimate)

   2030
   - RW 27 Approach Mitigation, Design (pushed from 2029, matches INDOT)

   2031
   - RW 27 Approach Mitigation, Construction (timing and amount matches INDOT funding plan)

   2032
   - Catch all of the remaining projects still on CIP
   - Taxiway D Lighting and Pavement Rehabs, including standards correction
   - Taxiway in-Line with RW 18-36 Correction